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ABSTRACT

Collective bargaining agreements of 19 selected Michigan two-year colleges are presented, representing contracts in effect in 1987. Contracts for the following colleges are included: Alpena Community College, Bay de Noc Community College, Gogebic Community College, Grand Rapids Junior College, Kalamazoo Valley Community College, Kellogg Community College, Kirtland Community College, Macomb Community College, Mid Michigan Community College, Monroe County Community College, Montcalm Community College, Mott Community College, Muskegon Community College, Oakland Community College, Schoolcraft Community College, St. Clair Community College, Washtenaw Community College, Wayne County Community College, and West Shore Community College. With some variation in content and detail, the agreements deal with unit recognition and rights, employer rights and responsibilities, member rights, faculty appointments, hours and working conditions, paid and unpaid leaves of absence, academic freedom, faculty evaluation, grievance procedures, salary schedules, employee benefits, reduction in workforce, and the scope, effect, and term of the agreement. Most agreements contain salary schedules. (EJV)

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SELECTED COLLECTIVE BARGAINING AGREEMENTS OF MICHIGAN TWO-YEAR COLLEGES

Collected by the
National Education Association
Washington, DC

JC 870 514

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AGREEMENT

Between the

ALPENA FACULTY COUNCIL - MEA - NEA

and the

ALPENA COMMUNITY COLLEGE DISTRICT

of

ALPENA PUBLIC SCHOOLS

August 19, 1985 - August 21, 1988

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ARTICLE I

PREAMBLE

Whereas The Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the legally designated representative of its professional/instructional personnel with respect to hours, wages, and conditions of employment, and having arrived at certain understandings:

Now, therefore, the parties agree as follows:

ARTICLE II

AGREEMENT

A. This Agreement is entered into this 28th day of March, 1985, by and between the Alpena Community College Faculty Council-MEA-NEA hereinafter called the "Faculty Council," and the Alpena Community College District of Alpena Public Schools, hereinafter called the "Board." The signatories will be the sole parties to this Agreement.

B. This Agreement will be effective as of August 19, 1985, and will continue in effect until the 21st day of August 1988. This Agreement will expire at the expiration date indicated unless it is extended for a specific period or periods by mutual written agreement of the parties.

C. This Agreement will constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

D. This Agreement will supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms.

E. If any provision of this Agreement or any application of the Agreement to any instructor or group of instructors shall be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force and effect. The parties will attempt to renegotiate any provision of this Agreement which was found to be contrary to law. Any provision of this Agreement which was found to be contrary to law, but becomes legal during the life of this Agreement, will take immediate effect as soon as permitted by law.

F. Any statement of salary and/or working conditions between the Board and an individual instructor heretofore executed will be subject to and consistent with the terms and conditions of this Agreement. Any statement of salary hereafter executed will be in the form provided in Appendix A and will be expressly made subject to and consistent with the terms of this Agreement.

The Faculty Council will immediately be provided a copy of any base salary or assignment change at the time such statement is issued to an instructor.

G. The Faculty Council will not engage in strike action against the Board during the life of this contract.

ARTICLE III

RECOGNITION

The Board recognizes the Alpena Community College Faculty Council, MEA-NEA as the sole and exclusive bargaining agent for all personnel assigned eight (8) or more equated hours including librarian, learning skills center professional staff, professional student services personnel, and appropriate grant positions, whether these personnel are assigned, on leave or layoff.

Excluded from the bargaining unit are all personnel in other bargaining units and those whose positions are administrative within the meaning of P.E.R.A. including, but, not limited to: deans, assistant deans, controller, registrar, administrative secretaries, directors of: community service, records, buildings and grounds, personnel, W.A.F.B., learning resources, nursing, and concrete technology.

Persons excluded from the bargaining unit by the previous paragraph, but who are assigned eight (8) or more equated hours of bargaining unit work are in the bargaining unit for that portion of their assignment.

The term "instructor" will hereinafter refer to all personnel in the bargaining unit represented by the Faculty Council.

ARTICLE IV

INSTRUCTOR/FACULTY RIGHTS

A. Religious and Political Rights:

Instructors will be entitled to full rights of their citizenship and no religious or political activities of any instructor or the lack thereof will be grounds for discipline or discrimination with respect to the employment of such instructor. Religious or political activities must be conducted on the instructor's own time or on such school time as may be agreed upon between the president and the instructor.

B. Employment Relations Rights:

The Board agrees that it will neither directly nor indirectly discourage, deprive or coerce any instructor in the enjoyment of any rights conferred by Act 379 of the Michigan Public Acts of 1965 or other laws of the State of Michigan or the Constitutions of the State of Michigan and the United States; that it will not discriminate against any instructor with respect to hours, wages, or any other terms of employment because of his/her participation in collective professional negotiations with the Board or his/her initiation of any grievance complaint.

C. Academic Freedom:

Academic freedom, subject to accepted standards of professional responsibility, will be guaranteed to instructors, and no special limitations will be placed upon study, investigation, presentation and interpretation of facts and ideas.

When the instructor makes a presentation outside the classroom setting and is not officially representing the college but is identified as a college employee, he/she will indicate that he/she is speaking as a private citizen.

D. Financial Responsibility:

1. Any instructor who is not a member of the Faculty Council in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, will, as a condition of employment, pay as a fee to the Faculty Council an amount equal to membership dues of the Faculty council and its state and national affiliates. The instructor may authorize the payroll deduction of such fee.

2. In the event that an instructor does not pay such fee directly to the Faculty Council or authorize payment through payroll deduction, as provided heretofore, the Board will notify at once such instructor or instructors that their services will be terminated as soon as a qualified replacement can be obtained but no later than the end of the current school year. The parties expressly recognize that the failure of any instructor to comply with the provisions of this article is just and reasonable cause for discharge from employment.

3. The procedure in all cases where services are to be discontinued based upon non-compliance with this article will be as follows:

(a) The Faculty Council will notify the instructor of non-compliance by certified mail, return receipt requested. Said notice will detail the non-compliance and will provide ten (10) days for compliance, and will further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

(b) If the instructor fails to comply, the Faculty Council may file charges in writing, with the Board, with a copy sent to the instructor, and will request termination of the instructor's employment. A copy of the notice of non-compliance and proof of service will be attached to said charges.

(c) The Board or its authorized agents, upon receipt of said charges and request for termination, will conduct a hearing on said charges. In the event of compliance at any time prior to discharge, charges will be withdrawn.

(d) In cases in which an instructor or instructors contest a discharge under the provisions of this article, and it is necessary for the Board to defend its position and to engage legal counsel and to incur expenses in so doing, the Faculty Council agrees to pay such expenses so incurred by the Board. Legal counsel to be selected by the Faculty Council.

(e) In the event the Board, acting on the request of the Faculty Council, discharges or attempts to discharge an instructor for failure to comply with this article, the Faculty Council agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from such action except for any loss which may be caused by malfeasance or misfeasance of the Board's employees or agents.

E. Financial Information:

The Board will make available to the Faculty Council upon its request such statistics and financial information related to Alpena Community College and in possession of the Board as are necessary for the negotiation of collective bargaining agreements, as well as records in possession of the Board which may be necessary for the Faculty Council to process any grievance.

F. Negotiating Representatives:

Neither party will have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the college district. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board and by a majority of the membership of the Faculty Council. The parties mutually pledge that representatives selected by each will be clothed with all necessary power and authority to make proposals and consider proposals in the course of negotiations, subject only to ultimate ratification.

G. Recognition of Resource Person:

The Board will recognize a designated member of the Faculty Council to act as a resource person to the Board on questions which arise concerning agenda items.

H. Selection of President:

Faculty Council representatives will be involved in the selection process for the appointment of the college president whenever such position is vacant or a successor is to be selected for the incumbent.

I. Curriculum:

Any change in curriculum or instructional program will be referred, in writing, to the Faculty Council's Curriculum Committee for its recommendation. It is understood that unless circumstances require immediate action, adoption or implementation of proposed changes will not occur until the Curriculum Committee has made its recommendations.

J. Copies of Agreement:

Copies of this Agreement will be provided at the expense of the Board and presented to all instructors now employed or hereafter employed at Alpena Community College. Further, the Board will furnish fifty (50) copies of this Agreement to the Faculty Council for its use.

K. Maintenance of Standards:

All vested rights pursuant to the contract in force at the time of separation from the K-12 district will continue in effect unless expressly modified by the terms of this Agreement.

General working conditions not specifically mentioned in this Agreement will not be substantially altered without prior negotiations with the Faculty Council.

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L. Departments:

The college will have six departments, each with its own chairperson whose selection procedure and responsibilities are described in Appendix B. The six departments will be comprised of the following old departments (as recognized in 1978-79) and areas:

(a) Industrial/Natural Resources

(b) English/Fine Arts

(c) Business-Public Services/Nursing

(d) Mathematics-Physical Science/Biology

(e) Social Science/Physical Education

(f) Student Services/Learning Skills Center/Library/Upward Bound/ Special Services

The word "department" as used in Article VI.A.5 Reduction Layoff will mean the department or non-departmental area as recognized during the 78-79 academic year; Appendix C provides a listing of those departments and areas.

ARTICLE V

BOARD RIGHTS

The Board hereby reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

The right to select, assign, hire, schedule, to promote, to maintain discipline and efficiency of employees, and the right to discharge, demote or discipline for cause, subject to the terms of this agreement, is recognized by both the Faculty Council and Board as the proper responsibility and prerogative of management, to be held and exercised in a fair and just manner.

ARTICLE VI

EMPLOYMENT PRACTICES

A. Conditions of Employment:

1. Assignment:

(a) Regular Assignment:

Instructors will not without good reason and consent be assigned teaching responsibilities outside their field of preparation. If this condition becomes temporarily necessary, the instructor will be evaluated only on the basis of his/her major or minor field of training.

(b) Extracurricular Assignment:

The assignment of extracurricular duties will be made annually and is the responsibility of the College President or his/her designee. The following guidelines are to be used whenever possible:

(1) Returning staff members will have their assignments made by August 1 of each year when those duties begin during the first semester.

(2) Returning staff members will have assignments which begin during the second semester made as soon as possible but no later than December 1 of each year.

(3) New hires will be notified of assignments as soon as it is determined they will have the extracurricular duty.

2. Vacant or New Positions:

(a) Notification:

Notification of all vacant or new positions, including extra-curricular, released time and administrative positions will be made to the Faculty Council and to individual instructors, including those on layoff. This notification will occur sixteen (16) days prior to any outside posting. Instructors and administrators who apply will be given preference over outside applicants if equally qualified, subject to the provisions of Reduction/Layoff/Recall 5.(c). This notification will be in a form appropriate for posting and will include a general description of the position and qualifications. An individual copy of this notification will be distributed to each instructor, including those on layoff, by the first pay following the vacancy. Those instructors on layoff will be notified by registered letter. Instructors will have fourteen (14) calendar days from the post office registration date in which to apply.

(b) Temporary Assignment:

Seniority rights under the contract will not be granted to an instructor by virtue of a temporary assignment. It is recognized that when a vacancy occurs during the current instructional period, it may be difficult to fill it from within the college without undue disruption. In this instance the vacancy will be filled by a temporary assignment until the end of that instructional period at which time the vacancy will be posted again as in (a) above.

(c) Vacancy Definition:

A vacancy will be defined as a new position, or a present position unfilled due to a resignation, TRANSFER, a leave of absence or disability of known duration of sixty (60) calendar days or longer, retirement, dismissal or death. A vacancy cannot be filled until at least twenty-one (21) days after the notification of vacancy.

(d) Filling of Vacancies

When a vacancy occurs during an academic period every attempt will be made to fill the vacancy as soon as possible but in no event later than fifty (50) days from the time of the posting; however, if sufficient funds are not available or if no qualified candidate is found, a vacancy may not be filled.

When a vacancy occurs between academic years every attempt will be made to fill the vacancy by the beginning of the new academic year.

(e) Application:

An instructor desiring assignment to a new or vacant position will submit a written application to the appropriate department chairperson and dean. The application will state the position sought and the applicant's qualifications.

An instructor not selected for a position will be notified of the action prior to the appointment. Upon request such instructor may meet with the president or his/her designee to discuss the decision. A written summary of the conference will be provided upon the request of the instructor.

(f) Return to Instructor Assignment:

Any instructor who becomes an administrator and who desires to return to instructor status within two years of the effective date of assignment to the administrative position will be entitled to exercise such rights as he/she may have had under this Agreement or any previous Agreement prior to such assignment, including seniority as defined in Reduction/Layoff/Recall; such seniority may be used in determining the order of reduction under 5.(a) Reduction/Layoff/Recall.

When the administrator does not return to instructor status within the two-year period, he/she will lose all rights, including seniority, he/she may have had under this or past Agreements. The two-year deadline for return to instructor status without loss of rights, including seniority, as described by this section is waived for Dr. M. Lee and Mr. D. Ilsley until September 1, 1987.

3. Health Examinations:

The Board reserves the right to request, in writing, a health examination, and will provide the form to be used. When an examination is requested by the Board, the expense will be paid by the Board.

4. Personnel Files

An instructor will have the right to review the contents of his/her personnel file. A representative of the Faculty Council may be requested to accompany the instructor in such a review. Confidential credentials and related personal references normally obtained at the time of employment are specifically exempt from such review and will be removed prior to the review of the file. No disciplinary or evaluative material will be placed in an instructor's personnel file without notification. (A copy of said material, with statement indicating that it is to become a part of the instructor's personnel file given to the instructor will serve as notice.) The instructor may include a written response. All provisions of P.A. 397 of 1978 will apply.

5. Reduction/Layoff/Recall

Should a substantial decrease in student enrollment or financial conditions make necessary a reduction in the number of equated hours assigned to an instructor or in the number of instructors employed, the Board will accomplish the reduction according to the following criteria:

(a) Within a department (see Article IV, L. Departments) affected by a reduction or layoff of staff, the order of reduction or layoff will be non-bargaining unit instructors, then instructors by order of seniority. Seniority at Alpena Community College and the instructors's area of competency will be the criteria for retention.

(b) An instructor affected by reduction or layoff within a department may, provided he/she has been previously assigned in the area, and further provided that he/she is qualified, replace or reduce the load of an instructor in another department who has less seniority at Alpena Community College.

(c) Instructors, in the reverse order of reduction or layoff, will be offered their choice of any vacancy or opening for which they are qualified or in areas which they have been assigned or have taught, which developed during their reduction or layoff.

(d) In the event of recall from layoff, the Board will notify a laid off instructor of recall by registered letter at his/her last known address.

(e) It will be the responsibility of each instructor to notify the Board of any change of address by registered letter. The instructor's address as it appears on the Board's records will be conclusive when used in connection with layoffs, recall, or other notice to an instructor.

A laid off instructor will have fifteen (15) calendar days from the post office registration date of the letter to notify the Board of his/her intent to return and must be able to return within thirty (30) calendar days of said notification.

(f) Upon his/her return, each instructor will be granted the same status regarding salary and fringe benefits that were his/hers at the time of release. Advanced training acquired during such release will apply toward placement on the salary schedule.

(g) Seniority will be defined as the number of years as an instructor in the bargaining unit at the college since the last date of hire. The date of hire is defined as the first day the instructor was scheduled to begin his/her employment responsibilities as a new or rehired instructor, except that a person who is hired into a permanent position immediately following a temporary hire will have his/her seniority begin with the starting date of the temporary hire.

Instructors employed after May 31, 1980, and who have the same last date of hire will have their seniority ranking determined by a drawing in which the affected instructors participate. The drawing will be conducted jointly by representatives of the Board and the Faculty Council. The drawing will be held within fourteen (14) days after the affected instructors begin their employment.

Instructors employed on or before May 31, 1980, will retain their seniority as defined in the prior agreement and past practice.

A seniority list of all bargaining unit members, including laid off instructors will be developed and revised by the Board and Faculty Council annually and/or upon the employment of each new instructor, and will become Appendix D of this Agreement.

Current or former administrators covered under this Agreement will not take the place of or displace instructors who were 1974-75 members of the then existing bargaining unit.

(h) In the event an instructor is assigned less than a full load, but not less than eight (8) equated hours, the instructor will at his/her written request be unassigned and placed on the recall list provided the request is made within five (5) days of the end of late registration. An instructor who exercises this option may be required to meet his/her assignment for the next two (2) full instructional weeks following the date the written request is received. The recall period for an instructor who exercises this option is one (1) year from the first day of the semester during which the request is made.

(i) If an instructor who is on the recall list refuses a recall to a position which is not a reduction of his/her last semester's work assignment, and which commences at the beginning of an academic year, and the recall is made at least thirty (30) days prior to the beginning of that academic year, and unless the inability to return is because of health reasons, that instructor will be removed from the recall list and will be considered to have voluntarily terminated his/her employment.

(j) The length of the recall period for instructors, unless otherwise provided, will be four (4) years. It is understood that the layoff period for the purpose of recall will begin the first day of the first semester (exclusive of summer school or mini-semesters) following the notification of layoff. This provision applies to all instructors currently on layoff.

(k) The published schedule of classes will, for each instructor, not on layoff, include the instructor's name and will reflect a load at least equal to the established minimum full-time load.

(l) The published schedule of classes will, for each instructor notified of layoff, reflect a minimum full-time load or a load as great as the prior semester's actual load, whichever is less. The load may be scheduled with a "staff" designation. It shall be the sole discretion of the College President to determine if any of these scheduled courses will be taught.

(m) The college will provide six (6) months advance notice in writing of plans to eliminate a program or programs. In the event of program eliminations, the Board is not required to include the program (and classes, if any) in the published schedule.

(n) Laid-off instructors will be provided twelve (12) month's Hospital/Medical Insurance which will begin upon the expiration of the Hospital/Medical Insurance earned by the instructor prior to the layoff. The insurance shall be as available to the instructor prior to the layoff and according to Article VIII C pg. 29 of the Agreement. This paragraph is subject to the rules and regulations of the insurance carrier.

(o) No reduction (assigned a load less than full load but not less than eight (8) equated hours) or layoff (assigned a load below eight (8) equated hours) will take place without prior consultation with the Faculty Council. An instructor will not be reduced by more than one-third (1/3) of his/her prior semester's load, excluding overload, or laid off without sixty (60) days prior written notice for second semester and ninety (90) days prior written notice for fall semester.

6. Retirement:

(a) Regular Retirement:

Retiring instructors who serve ten (10) or more years may be considered for emeritus appointment on the recommendation of the Faculty council and the administration. All courtesies extended to the active staff will apply to emeritus instructors. An instructor will retire from full-time service at the conclusion of the fiscal year in which he/she reaches the age of seventy (70).

(b) Severance Pay:

Instructors who are eligible for retirement benefits from the Michigan Public School Employee's Retirement System and who are either on the top salary step or are receiving longevity, will upon retirement be paid a severance allowance according to the following schedule:

Age	Allowance 1985-86	Allowance 1986-87	Allowance 1987-88
55-60	$3,733	$3,994	$4,314
61	3,112	3,330	3,596
62	2,490	2,664	2,877
63	1,868	1,999	2,159
64	1,244	1,331	1,437
65	-0-	-0-	-0-

The severance allowance will be paid in one lump sum in the instructor's last pay check.

For the purpose of this section, an instructor's age will be his/her age on the effective date of retirement.

7. Equal Opportunities/Non-Discrimination:

The employer and the Faculty Council realize a responsibility to promote and provide equal opportunities for employment. The employer will not discriminate against any employee on the grounds of race, religion, color, national origin, age, sex, height, weight or marital status.

8. Employee Discipline:

(a) Disciplinary action will not be taken against any employee without due process and just cause.

(b) The specific grounds forming the basis for disciplinary action will be made available to the bargaining unit member and the Faculty Council in writing.

(c) The employer recognizes and agrees to the practice of progressive discipline which, when appropriate, will include: (1) verbal warning (2) written warning (3) suspension and (4) dismissal.

(d) Bargaining unit members will be entitled to have present a Faculty Council representative during any meeting which leads to disciplinary action.

(e) Discipline or discharge related to inadequacies observed in the employee's professional work with students must be preceded by:

1) Observation of such inadequacies by more than one administrator.

2) Written direction that the employee must improve with a definition of the consequences of failure to do so.

3) Opportunity for the employee to make improvements.

4) Appropriate assistance from administrators and college resources to aid the employee in his/her improvement.

B. Instructor's Work Load:

1. Normal Load:

(a) Time and service expected of instructors beyond classroom duty hours and the customary professional meetings will be contained within a forty (40) hour week. College instructors will meet with classes as per schedule, based on a normal load range of 14.0 equated hours minimum to 16.0 equated hours maximum per semester.

Equated hours are calculated in the following manner:

Lecture and Recitation	1 to 1
Scheduled Labs	.9 to 1
Certificate Programs and <ins>RN Clinical Supervision</ins>	8/15 to 1

(b) Other Work Loads:

Non-teaching instructors who work in excess of thirty-five (35) hours in a week will be given the excess time as compensatory time off at a time agreed upon by the employee and his/her supervisor.

The equated hours which correspond to a non-teaching assignment in released time/grant, library, learning skills center or student services areas will be determined on the basis of one (1) contact hour equals 16/35 equated hours.

2. English Class Size:

The size of classes in English Composition will be in close accord with a recommended average class of twenty-five (25) students while the class size in Basic English will be in close accord with a recommended average class of seventeen (17) students.

3. College Music:

The music instructor responsible for individual vocal or instrumental instruction will receive credit toward his/her load at a rate equivalent to 0.20 times the number of students assigned to him/her each semester.

4. Independent Study:

An instructor responsible for independent study will receive equated hour credit toward his/her load for each student assigned to him/her at a rate equivalent to the number of equated hours for the course times 0.10. All independent study assignments shall have the approval of the appropriate dean and the consent of the instructor.

5. Overload:

Overload beyond sixteen (16) equated hours may be assigned only with the written consent of the instructor.

6. Office Hours:

Teaching instructors are to submit a minimum schedule of eight (8) office hours weekly for student consultation to their Dean for approval. Such office hours will be posted on office doors for student information and will be spread over the weekly schedule as uniformly as possible. Each instructor will also announce to each class, within the first week of each semester, the hours available for consultation.

7. Registration:

Instructors will participate in the registration, orientation, and enrollment of students during regularly scheduled work days (exclusive of summer school) except when professional academic duties prevent such participation and prior approval has been given by the president.

8. Released Time/Grant:

(a) Instructors have the right to refuse any released time and/or grant work assignment.

(b) An adverse evaluation of an instructor's performance in a released time and/or grant assignment will not be used as a basis for discipline in or dismissal from the other portion of the instructor's assignment.

(c) Released time and/or grant work will be assigned equated hours (see Article VI, B.1, Normal Load). Part-time instructors in the bargaining unit may be offered additional work under the provisions of this Released Time/Grant section.

(d) Instructors who leave a released time and/or grant position will be guaranteed the right to return to their old position subject to the reduction/layoff provisions of this Agreement.

C. Summer Session:

1. An instructor desiring summer teaching employment will submit a written request before March 1 to his/her department chairperson and the appropriate dean indicating the courses he/she wishes to teach.

2. The summer curriculum will be presented to the public by April 1, which will allow students to make plans for the summer session.

3. Written commitment for all class assignments will be made by May 15.

4. If an approved college class for which a written commitment is given does not materialize, the college will provide an equivalent assignment. Acceptance of this alternate assignment is at the option of the instructor who will then be released from the commitment if he/she does not desire the assignment.

D. Part-time Instructors:

1. Part-time instructors, within the bargaining unit, will schedule office hours proportional to those of full-time instructors, and will assist in student advising.

2. All part-time instructors within the bargaining unit will share proportionally in all benefits.

3. If part-time instructors are scheduled to teach on-campus in one area for a two consecutive semester total of thirty (30) or more equated hours or a total of thirty-six (36) or more equated hours during any twelve-month period of time, excluding courses taught during the summer session specified in the calendar, a full-time instructor will be employed for this assignment beginning with the next instructional period.

E. Additional Contract Days:

An instructor in the student services area may be assigned (during the first week of school) student services duties of up to thirty (30) additional work days, fifteen (15) of which may be assigned by the dean and the other fifteen (15) by mutual agreement. The student service work calendar will not necessarily coincide with the regular faculty work calendar but will be determined by the Dean of Students.

Summer Co-op Instructors may be assigned additional contract days by the appropriate dean.

F. Other Conditions:

1. Evening Classes:

An instructor assigned an evening class which begins after 6:00 p.m. as part of his/her normal load will not be assigned, without his/her consent, a class prior to 9:00 a.m. on a morning after he/she has taught an evening class.

2. Out-of-District Classes:

An instructor will not be assigned duties out of the college district without his/her consent.

3. Saturday Classes:

If an instructor is assigned Saturday classes, such classes will be followed by two (2) consecutive calendar days which are free of classes for the affected instructor, unless he/she will give his/her consent otherwise.

4. Professional Organization Participation:

Instructors are encouraged to participate in conferences and hold office in professional organizations. Upon written request to the appropriate dean or the president, released time may be granted for such participation. Expenses authorized by the appropriate dean or the president will be paid according to the Board policy on travel reimbursement, if said instructor is not otherwise reimbursed.

Instructors selected by the Faculty Council may be released for education association business during the year upon approval of the president or appropriate dean, subject to the Faculty Council's willingness to cover the assignment.

5. Involuntary Assignment of Classes:

Instructors may not be involuntarily assigned to teach courses which are scheduled at times other than those instructional days specified in the two semester calendar of Article XI.

6. Employee Evaluation:

Each instructor, upon employment or at the beginning of an instructional period when his/her responsibilities vary appreciably from those previously assigned, whichever is later, will be apprised in writing of the specific terms of his/her responsibilities. Bargaining unit members will be informed of the specific criteria upon which they will be evaluated.

The Faculty Council and Board recognize the importance and value of a faculty evaluation program whose purpose is the improvement of instruction by classroom instructors and the improvement of student related activities performed by non-classroom instructors. The evaluation of faculty will be in compliance with the terms of this agreement including the provisions of the following four components: peer review, self-appraisal, student evaluation and administrative evaluation.

(a) Administrative Evaluation:

Each instructor will be evaluated by his/her immediate administrative supervisor at least once every two (2) years. An instructor may be evaluated more frequently only if the need for such further review is demonstrated and recommended in writing as the result of the prior administrative evaluation, provided that harassment and disruption of the instructional process is avoided. The following provisions also apply to the administrative evaluation of instructors:

1. Evaluations are to be based upon direct observation by the instructor's immediate administrative supervisor in the location (classroom, laboratory or office) where the instructor performs his/her primary professional duties; provided that work assignments outside the instructor's major/minor field of training are excluded from evaluation as described by Article VI, A, 1, a. Regular Assignment.

2. The evaluation of an instructor will be conducted openly and only with his/her knowledge.

3. The reprimanding, discipline or dismissal of an instructor as a result of evaluation proceedings must be in accordance with the provisions of Article VI, A, 8. Employee Discipline.

4. Anonymous (source unknown or not disclosed to the affected instructor), unsubstantiated or hearsay statements critical of an instructor cannot be used to initiate, support or continue any evaluation or disciplinary action against him/her.

5. An instructor who receives an unfavorable evaluation may at his/her discretion obtain an evaluation by another person or persons of his/her choice, provided that no cost is incurred by the Board to obtain such supplemental evaluators. The report of any evaluator chosen by an instructor will if he/she so chooses be attached to the personnel file copy of the unfavorable administrator's report at the time the instructor elects this option.

6. Each evaluation will be based upon the direct observation of at least one full instructional period or one whole unit of student-related professional activity for non-classroom instructors at a time mutually agreed upon by the instructor and the immediate supervisor-evaluator.

7. Each evaluation will be preceded by a conference between the immediate supervisor-evaluator and the instructor for the purpose of discussing the instructor's goals for the period to be evaluated as well as the supervisor's evaluation methodology and criteria.

8. A post-visitation conference between the instructor and his/her immediate supervisor will be held within five (5) instructional days of the visitation to discuss the evaluator's preliminary assessment of his/her effectiveness. The preliminary assessment should describe the instructor's strengths and propose a plan for remedying any significant weaknesses. The instructor will be given a copy of the preliminary evaluation report. The department chairperson may be invited to attend this conference at the request of either the immediate administrative supervisor or the instructor.

9. A final written evaluation report will be developed by the immediate supervisor and provided to the instructor within five (5) instructional days of the post-visitation conference. An instructor will be given the opportunity to discuss his/her final evaluation report with his/her immediate supervisor, with Faculty Council representatives present at this meeting if the instructor so chooses.

10. An instructor has the right to supply a written reply to each final evaluation report and to have his/her reply attached to the personnel file copy of the final evaluation report.

11. Each preliminary evaluation report and each subsequent final evaluation report will conclude with a statement specifically stating whether the instructor's observed work performance is "outstanding," "satisfactory," "marginal" or "unsatisfactory." The conclusion will also indicate a plan of action to correct alleged weaknesses and remedy a less than satisfactory evaluation.

12. Each final evaluation report will be signed and dated by the instructor. The instructor's signature is only a receipt that he/she has read the final evaluation report; it does not indicate concurrence with the report, its conclusions or recommendations.

13. The final evaluation report will not contain material not previously made known in writing and discussed with the instructor; also, information obtained by means or procedures inconsistent with this agreement cannot be used as a basis for reprimand, discipline or dismissal.

14. In the event reprimand, discipline or dismissal of an instructor is contemplated, the president or his/her designee will conduct an evaluation of that instructor using the procedures described for the immediate administrative supervisor.

15. The evaluation proceedings, resultant observations and report will be shared only with the instructor's department chairperson beyond those persons prescribed in the administrative evaluation component unless the affected instructor chooses to disclose the results to others.

(b) Peer Review:

1. Peer review will take place biannually for each instructor. There will be two peer reviewers--one selected by the instructor, and the other will be the department chairperson or his/her designee. Each department chairperson must submit a schedule of his/her planned peer reviews to his/her dean by October 1 of each academic year.

2. When possible, peer reviewers will visit two courses, or two representative student related activities for non-teaching instructors, as mutually agreed upon by the instructor and his/her department chairperson, for at least one full class period each or a total of two hours of observation for non-teaching instructors.

3. Pre- and post-review discussions will take place between the instructor and his/her reviewers to discuss the visitation procedures evaluation criteria and the instructor's goals for the period(s) under review.

4. All observations and recommendations which occur as the result of peer review are confidential--known only to the instructor, the reviewers, and the department chairperson unless the instructor chooses to disclose the results to others.

5. The appropriate dean/supervisor will receive notification from the department chairperson of the date of review and the names of the peer reviewers for each department member.

(c) Student Evaluation:

1. Student evaluation will be conducted in those classes/activities selected for peer review using an evaluation instrument selected by the instructor subject to its approval by the department chairperson.

2. Completed student evaluation forms and any data derived from them are the property of the instructor being evaluated and are subject to his/her sole control.

(d) Self-Appraisal:

An instructor should use the results of the other three evaluation components to develop his/her own program of professional growth and development. This plan is confidential, but each instructor is encouraged to discuss it with persons who are judged by the instructor to be capable of assisting him/her in achieving the goals identified in his/her self-appraisal plan.

In the event an instructor believes his/her evaluation procedure, content, conclusions and/or consequences are inconsistent with the provisions of this agreement, arbitrary, capricious, or without just cause, he/she may grieve for redress using the steps provided in Article XII, Grievance Procedure.

ARTICLE VII

HOLIDAYS, VACATIONS, LEAVES, ABSENCES

A. Holidays and Vacations:

The number of days that instructors meet with students in a year are limited and, therefore, every effort should be made to preserve them. A teaching contract assumes full service except for necessary absences and leaves as covered in this Agreement. Absences taken during the school year, other than those for which provision has been made under this Agreement, will not be permitted.

B. Leaves of Absences:

At the discretion of the Board, it will be the policy to grant leaves of absence for the following reasons: Child Care, President's Leave, Exchange, Writing, Travel, Study, Health and Sabbatical.

1. Child Care:

An unpaid leave of absence will be granted to any instructor for the purpose of caring for newborn or newly adopted children. An unpaid leave of absence may be granted for other child care.

Said leaves are subject to the following conditions:

(a) The instructor must provide (except in emergency) thirty (30) calendar days notice of request for leave and indicate the anticipated length of the leave.

(b) The leave will not exceed one (1) year in length unless an extension is requested of and approved by the Board.

(c) All benefits possessed at the time of the leave will be maintained (Seniority or its equivalent, accumulated sick leave, points, etc.) and the instructor will return to the point on the salary schedule at which he/she left.

(d) The instructor will be eligible for the available group insurance benefits provided proper payments are made by the instructor.

(e) Upon return from leave, the instructor will be assigned his/her former position, or to another position for which he/she is qualified if his/her former position no longer exists.

(f) An instructor will notify the Board in writing of his/her intention to return from leave at least sixty (60) calendar days prior to the date of return.

2. President's Leave:

Upon the request of an instructor, other additional leaves may be recommended to the Board by the President at his/her discretion. The instructor's written request should contain items of concern including placement in position upon return, seniority, accumulated sick leave, fringe benefits, salary schedule placement, etc. The President will detail to the applicant and the Faculty Council President the conditions under which the leave will be recommended to the Board.

3. Exchange:

Instructors may be granted a one (1) year leave of absence with pay to teach in a foreign country, provided that such country agrees to furnish an instructor of like rank or level to fulfill the duties of the instructor who is on leave. Eligibility is dependent upon a satisfactory record of at least two (2) years continuous employment by the Board.

While on leave, the instructor will maintain seniority, accumulated sick leave; and will be granted increment credit on the salary schedule as if he/she had been assigned at Alpena Community College during the period of the leave.

Notice of intention to return from leave must be sent in writing to the personnel office by May 1 of the leave year, and failure to provide such notice will be the equivalent of a resignation. The Board must notify the instructor on leave in writing of the approaching deadline at least thirty (30) day prior to the leave deadline.

The instructor will be assured his/her former position, or a vacant position within the area of his/her interests, abilities, and training when he/she returns.

4. Writing, Travel, and Study:

An unpaid leave of up to one (1) year may be granted, solely at the discretion of the Board, to an instructor after completion of a satisfactory record of at least two (2) years continuous employment by the Board, upon application, for the purpose of engaging in writing, travel, or study at an accredited college or university.

While on leave, the instructor will maintain seniority, accumulated sick leave; and will be granted increment credit on the salary schedule as if he/she had been assigned at Alpena Community College during the period of the leave.

Notice of intention to return from leave must be sent in writing to the personnel office by May 1 of the leave year, and failure to provide such notice will be the equivalent of a resignation. The Board must notify the instructor on leave in writing of the approaching deadline at least thirty (30) days prior to the leave deadline.

The instructor will be assured his/her original position or a vacant position within the area of his/her interests, abilities, and training when he/she returns.

5. Health:

An instructor who is unable to teach because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of the illness or disability for up to one (1) year. An extension of this leave may be granted only at the recommendation of the college president.

While on leave, an instructor will maintain the same seniority he/she had at the time the leave started and will return to the point on the salary schedule at which he/she left.

Notice of intention to return from leave must be sent in writing to the personnel office prior to the end of the leave year or the extension, and failure to provide such notice will be the equivalent of a resignation. The Board must notify the instructor on leave in writing of the approaching deadline at least thirty (30) days prior to the leave deadline. The request to return must be accompanied by a physician's statement certifying the instructor's physical and emotional fitness to return to teaching. The release to return must be furnished by the instructor at his/her expense.

When returning from leave during or at the end of the first year, the instructor will be assured his/her original position if it still exists or a vacant position within the area of his/her interests, abilities, and training. When returning from a leave that has been extended, the instructor will be placed in the first vacancy for which he/she is qualified.

6. Sabbatical:

A leave of one or two semesters at one-half (½) pay may be granted to any instructor after seven (7) consecutive years of teaching for the Board.

If yearly lesson plans are needed for the course usually taught by the applicant, these would be prerequisite to the leave.

No more than two (2) staff members will be absent on sabbatical leave at one time.

Applicants are required to submit a written application which should state how the applicant hopes the leave will enable him/her to make a definite contribution to the educational process; or how he/she hopes the leave will improve him/her and his/her teaching. This must be filed with the president as soon as possible in the school year, and not later than March 1 in the year preceding the leave.

All applications will be reviewed for recommendation to the president by a committee consisting of six (6) members, three (3) appointed by the president and three (3) by the Faculty Council. The committee will consider among other qualifications the following: the written acceptance of the applicant into a graduate program of study, the extent of the applicant's professional study, travel, research, growth, contributions, and successful service during his/her seven (7) years employment.

An instructor on sabbatical leave will retain sick leave benefits, and salary schedule status, and will be assured his/her original position or a vacant position within the area of his/her interests, abilities, and training when he/she returns. He/she will be given the same hospital, medical, surgical (and other instructor benefits) he/she would be provided if he/she were teaching regularly. He/she will be granted increment credit on the salary schedule as if he/she had been assigned at the college during the period of the leave.

In case of injury to, or other illness of, the employee during the leave which prevents his/her completing the purpose of the leave, the sabbatical leave will be terminated and all provisions of sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of said illness to the president, verified by a medical doctor's report.

Instructors receiving a sabbatical leave will continue their employment with the Board for a period of two (2) years following the leave. Instructors who elect to terminate their employment with the Board prior to this will repay to the Board the stipend paid during the sabbatical leave.

C. Absences

1. Emergency Illness Absence:

Instructors required to be absent because of an emergency illness of a member of the immediate family may draw their regular salary, not to exceed five (5) days in any one year. The emergency illness absence days will be deducted from sick leave days.

The term "immediate family" in this section will be defined to include "spouse, children or step-children, parents or step-parents, brothers, or sisters of the instructor and/or spouse; and any of the following living with the instructor at the time of the illness: step-brothers, step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the instructor and/or spouse, and an individual living with the instructor on a non-commercial basis."

2. Personal Sickness Absence:

Upon employment, an instructor will receive a bank of thirty (30) sick leave days to be used in case of personal illness during the first two (2) years of employment. Commencing with the third (3rd) year, additional personal sick leave days will be granted at a rate of fifteen (15) days per year at the beginning of each school year. Unused sick leave days are cumulative, but will never exceed one hundred eighty (180) days. If the instructor leaves the College at the conclusion of one (1) year, sick leave taken in excess of fifteen (15) days is to be deducted from the final paycheck(s). If a physicians' release to return is requested, it must be furnished at the instructors expense.

(a) Physical disabilities related to maternity will not be treated differently from any other disability of similar duration.

(b) Instructors will not receive severance pay for unused sick days either upon retirement or upon termination of the contract, as this policy is a protective benefit granted only to the employees, per se, of Alpena Community College.

(c) A record of accumulated sick leave days will be compiled by the business office and forwarded to all instructors at the beginning of each school year.

3. Bereavement Absence:

Instructors absent from duty because of the death of a member of the immediate family, or a relative with whom they may at the time be living, may draw a regular salary not to exceed five (5) days per occurrence. These days are independent of sick leave days and are noncumulative.

The term "immediate family" in this section will be defined to include spouse, children or step-children, parents or step-parents, brothers or step-brothers, sisters or step-sisters, grandparents or grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law of the instructor and/or spouse, and an individual living with the instructor on a non-commercial basis.

4. Personal Day Absence:

Personal absence is provided for activities that require an instructor's presence during the school day and is of such a nature that it cannot be attended to at a time when college is not in session. Personal absence is not to be interpreted as being for vacation or recreational activities. If an instructor finds need to take leave of his/her duties for personal reasons, he/she will be granted a leave of two (2) days with pay per year. These days are to be taken in increments of full or one-half (½) days only. Additional days may be taken at the instructor's own expense on the approval of the president. An instructor planning to use a personal absence day will request from and receive permission from the president by noon of the preceding day and ascertain that his/her absence will be covered by a substitute or other arrangement, except in case of an emergency. Personnel will not be granted a personal absence day for a day immediately before or after a holiday, vacation period, or during the first or last week of a semester except in provable emergencies.

5. Act of God Absence:

Should instructors be hampered in fulfilling their duties as a result of an Act of God; (e.g., rain, snow, sleet, accident, etc.) occurring within the Community College Service Area, they will not be considered absent without leave, providing that the circumstances are immediately made explicit to and approved by the president or his/her designated representative.

6. Jury Duty Absence:

Instructors required to serve jury duty will be granted leave without loss of pay or leave. The instructor will sign over his/her jury duty pay to the Board.

7. Subpoena Absence:

Instructors required to be absent because of a subpoena, when such is in the line of public service and not a result of a subpoena which has been served on an individual as a result of a violation of the law, will be granted leave without loss of pay or deduction from sick or other personal leave. Any remuneration the said instructor would receive from such service will be signed over to the Board.

8. Physical Examination for the Draft Absence:

When an instructor has been ordered to report for a physical examination for the draft, such absence will be granted without loss of pay or deduction from sick or other personal leave.

9. Visitation Day Absence:

The Board will grant one (1) observation day per year upon the request of the instructor and the appropriate dean. The president may grant additional days at the request of the appropriate dean. These days are not cumulative.

Should an instructor be requested by the president to make a visitation, regular pay plus travel expenses will be granted in accordance with the travel expense policy.

ARTICLE VIII

FRINGE BENEFITS

A. Life Insurance:

The Board will provide Term Life (AD&D) insurance protection in the amount of $40,000. The term life and AD&D coverage will be no less than provided during the 1980-82 agreement and will be obtained through a carrier selected by the Board.

B. Long-Term Disability Insurance:

The Board will provide MESSA Long-Term Disability (LTD) insurance for each instructor. The protection provided will be no less than provided by the 1976-80 agreement and will include: payment of no less than sixty-six and two-thirds percent (66 2/3%) of an instructor's monthly contractual salary, exclusive of bonuses and overtime, will be payable to a maximum benefit of $2,000 per month, with options: pre-existing condition waiver, mental/nervous waiver, alcoholism/drug addiction waiver and ESP rider. Benefits will commence on the one hundred eightieth (180th) day of disablement or at the termination of the instructor's college sick leave benefits, whichever is later.

For a disability that commences prior to age sixty-one (61) that is a continuous disability, benefits will continue as long as disabled but not to exceed age sixty-five (65). For a disability that (1) commences at age sixty-one (61) and after, or (2) a recurrent disability (after six (6) months return to work) that commences at age sixty one (61) and after, benefits are payable for five (5) years or until age seventy (70), whichever occurs first.

C. Hospital-Medical Insurance:

1. The insurance carriers approved by the Board are Blue Cross/Blue Shield and MESSA. The instructor may select fully-paid full-family MESSA Super Med II with MESSA Care Rider or Blue Cross/Blue Shield which will afford full-family no less coverage than that provided by the 1980-82 master agreement.

These funds may not be used in any other way than for the procurement of this insurance and coverage will be limited to one of the two plans per household.

2. Each instructor not electing or not eligible for health insurance coverage will have seventy-two dollars and fifty cents per month - ($72.50/mo), excluding retirement provided by the Board to be applied on an individual basis to the purchase of any of the MESSA Variable Options and/or MEFSA Annuities. Any amounts exceeding the Board subsidy will be payroll deducted. An open enrollment period will be provided whenever premium amounts change for the groups.

D. Dental Insurance:

The Board will provide to each instructor fully paid MESSA/Delta Dental Plan Auto + with Orthodontic Rider 008, including internal and external coordination of benefits (COB), for all instructors and their eligible dependents as defined by MESSA.

E. Tax-Sheltered Annuities:

Annual tax-sheltered annuity deductions are authorized for each instructor up to the amount provided by law. Instructors may select an insurance carrier of their choice.

F. Vision Care:

The Board will provide fully paid MESSA VSP-3 Vision insurance to all instructors limited to one plan per household.

G. Part-Time Benefits:

All part-time instructors within the bargaining unit will share proportionately in all fringe benefits.

H. Tuition-Free Courses:

During each contract year, the Board will make available at no cost in tuition up to sixteen (16) contact hours of Alpena Community College courses per person for instructors, their spouses, and unmarried dependent children as defined by the I.R.S. for personal income tax reporting, and including laid-off instructors subject to recall, and their unmarried dependent children.

Should tuition change to a credit-hour basis from contact hours, the sixteen (16) contact hour reference cited above will become sixteen (16) semester hours.

ARTICLE IX

COMPENSATION

A. **Salary Schedule:**

1. **Placement on Salary Schedule:**

New instructors may be granted up to ten (10) years appropriate industrial or business experience. Teaching experience up to ten (10) years may be granted. In no case will total experience granted be greater than a combined maximum of ten (10) years.

It is understood and agreed that the provisions of this section are prospective only and not retroactive and will not affect the status of those instructors employed at any time prior to the 1973-74 school year, nor will those instructors make these provisions a subject of grievance.

2. **Salary Schedule for Instructors Without a Degree:**

All instructors (excluding counselors) without a degree will be paid an amount per contact hour per week that is the product of the hourly rate $15.54 for 1985-86 ($16.63 for 1986-87) ($17.96 for 1987-88) and the appropriate factor from the following schedule:

	I. Non-Degree	II. Non-Degree With RN or Associate Degree
Step	Factor	Factor
1	1.00	1.01
2	1.045	1.055
3	1.090	1.10
4	1.14	1.15
5	1.19	1.20
6	1.24	1.25
7	1.29	1.30
8	1.35	1.36
9	1.41	1.42

It is understood and agreed that the provisions of this section are prospective only and not retroactive and will not affect the status of those instructors employed at any time prior to the 1971-72 school year, nor will those instructors make these provisions a subject of grievance. Weeks worked will be determined by dividing contract days by five (5).

All counselors without a degree will be paid an amount per week that is equal to the product of:

Hourly rate x $\frac{14}{15}$ x hours assigned per week x the appropriate factor from the schedule above. (Salary Schedule for Instructors Without a Degree).

Non-degree instructors who teach non-certificate courses will be paid based upon the above schedule (Salary Schedule for Instructors Without a Degree) with one (1) equated hour of load being equal to two (2) contact hours.

For the duration of this agreement, the pay for work by non-degree instructors which occurs during the normal academic year will be based upon One Hundred Seventy-Five (175) contract days.

3. Salary Schedule for Instructors With a Degree: 1985-86

	A	B	C	D
STEP	BA/BS	BA/BS+15 pts.	BA/BS+30 pts.	MA/MS
1	$16,840	$17,345	$17,850	$18,524
2	17,598	18,103	18,608	19,366
3	18,356	18,861	19,366	20,208
4	19,198	19,703	20,208	21,134
5	20,040	20,545	21,050	22,060
6	20,882	21,387	22,060	23,071
7	21,724	22,229	23,071	24,081
8	22,734	23,239	24,081	25,092
9		24,250	25,092	26,102
10		25,260	26,102	27,112
11		26,270	27,112	28,207
12			28,628	29,723

E A/MS+15 pts.	F MA/MS+30 pts.	G Ed.S. or MA/MS+45	H Ph.D.
$19,029	$19,534	$20,040	$21,387
19,871	20,461	20,966	22,313
20,713	21,387	21,892	23,239
21,639	22,313	22,902	24,250
22,566	23,323	23,913	25,260
23,576	24,334	24,923	26,270
24,586	25,344	25,934	27,281
25,597	26,355	27,028	28,375
26,607	27,449	28,123	29,470
27,702	28,544	29,217	30,565
28,796	29,638	30,312	31,659
30,312	31,154	31,828	33,259

3. Salary Schedule for Instructors With a Degree: 1986-87

	A	B	C	D
STEP	BA/BS	BA/BS+15 pts.	BA/BS+30 pts.	MA/MS
1	$18,019	$18,560	$19,100	$19,821
2	18,830	19,370	19,911	20,722
3	19,641	20,181	20,722	21,623
4	20,542	21,082	21,623	22,614
5	21,443	21,983	22,524	23,605
6	22,344	22,884	23,605	24,686
7	23,245	23,785	24,686	25,767
8	24,326	24,866	25,767	26,848
9		25,947	26,848	27,929
10		27,029	27,929	29,011
11		28,110	29,011	30,182
12			30,632	31,804

E A/MS+15 pts.	F MA/MS+30 pts.	G Ed.S. or MA/MS+45	H Ph.D.
$20,361	$20,902	$21,443	$22,884
21,262	21,893	22,434	23,875
22,163	22,884	23,425	24,866
23,154	23,875	24,506	25,947
24,145	24,956	25,587	27,029
25,227	26,037	26,668	28,110
26,308	27,119	27,749	29,191
27,389	28,200	28,920	30,362
28,470	29,371	30,092	31,533
29,641	30,542	31,263	32,704
30,812	31,713	32,434	33,876
32,434	33,335	34,056	35,588

3. Salary Schedule for Instructors With a Degree: 1987-8

	A	B	C	D
STEP	BA/BS	BA/BS+15 pts.	BA/BS+30 pts.	MA/MS
1	$19,461	$20,045	$20,629	$21,407
2	20,337	20,921	21,504	22,380
3	21,212	21,796	22,380	23,353
4	22,186	22,769	23,353	24,424
5	23,159	23,742	24,326	25,494
6	24,132	24,715	25,494	26,662
7	25,105	25,689	26,662	27,829
8	26,272	26,856	27,829	28,997
9		28,024	28,997	30,165
10		29,192	30,165	31,332
11		30,359	31,332	32,597
12			33,084	34,349

E	F	G	H
MA/MS+15 pts.	MA/MS+30 pts.	Ed.S. or MA/MS+45	Ph.D.
$21,991	$22,575	$23,159	$24,715
22,964	23,645	24,229	25,786
23,937	24,715	25,299	26,856
25,007	25,786	26,467	28,024
26,078	26,953	27,635	29,192
27,245	28,121	28,802	30,359
28,413	29,289	29,970	31,527
29,581	30,456	31,235	32,792
30,748	31,721	32,500	34,057
32,013	32,986	33,765	35,322
33,278	34,251	35,030	36,587
35,030	36,003	36,781	38,435

4. Longevity Pay:

Annual longevity payments will be made according to the following schedule:

	1985-86	1986-87	1987-88
After 8 years service and 4 years at maximum salary	$ 426	$ 456	$ 492
After 11 years service and 4 years at maximum salary	$ 854	$ 914	$ 987
After 15 years service and 4 years at maximum salary	$1,280	$1,370	$1,480

For the purpose of determining longevity payments, years of service are defined as employment as an instructor with Alpena Public Schools and/or Alpena Community College. Except that instructors hired by Alpena Community College after July 1, 1980, shall not have Alpena Public Schools K-12 experience apply toward longevity service.

5. Points:

Items that qualify as salary schedule points to be permanently retained by the instructor are:

		Max.
(a)	Graduate credit. 1 semester credit hour = 1 point	
(b)	Undergraduate credit with the recommendation of the appropriate dean. 1 semester credit hour = 1 point	5
(c)	Professional publications. Number of points awarded to be evaluated by the point evaluation committee. 1 to 3 points per publication	5
(d)	Research with the recommendation of the appropriate dean. Number of points awarded to be evaluated by the point evaluation committee. 1 to 2 points per project	5
(e)	Non-credit courses or workshops, in the area of the instructor's teaching assignment, with the approval of the appropriate dean. 1 to 3 points per course or workshop to be evaluated by the point evaluation committee	5

All points except undergraduate and graduate credit must be evaluated by the point evaluation committee. No more than one-third (1/3) of the points necessary for placement on any salary schedule column may be other than graduate and undergraduate credit points.

Points will be evaluated during the first month of the fall and spring semesters and during the last month of the spring semester by a committee made up of the president, the director of personnel, the president of the Faculty Council and the chairperson of the Faculty Council's Personnel Policies Committee (or their designated representatives). Application for points other than undergraduate and graduate credit must be made within one (1) year after they have been earned.

Graduate and undergraduate semester hours used for placement on the BA/BS + 15, BA/BS + 30, MA/MS + 15, MA/MS + 30 and MA/MS + 45 salary categories must be earned after completion of the appropriate degree.

6. Changes in Salary Category:

Changes in salary category will be made when appropriate evidence of undergraduate and graduate credit hours has been submitted to the personnel office and/or points have been approved by the point evaluation committee.

(a) An up-to-date transcript of all degrees awarded and hours earned from each institution attended is required. Thereafter, it will only be necessary to present credit slips which will be duplicated and attached to the transcripts.

(b) Payment for credits earned toward placement on the salary schedule will be retroactive thirty (30) days from the receipt of satisfactory evidence, but in no case earlier than the completion date of the course(s).

(c) Payment for points approved at the beginning of each semester will be retroactive to the beginning of that semester.

7. Implementation of Wage/Benefit Improvements Under Wage/Price Freeze:

Should a federal order or legislative act occur which restricts or freezes instructor wages and/or benefits below the negotiated levels, the Board agrees to take all actions legally available to insure that instructors will at the earliest possible date receive that portion of their wages and benefits affected by the order or legislation. Such action will include, but is not limited to, the immediate establishment of an escrow account for the affected wages and benefit costs with the appropriate principal and accrued interest payable to each instructor at the earliest possible date.

B. Part-Time Instructors with a Degree:

Pay for part-time instructors within the bargaining unit with a degree will be calculated using the following formula:

$$\text{Pay} = (\text{appropriate full-time pay}) \times \frac{(\text{equated hours})}{31}$$

C. Other Compensation:

1. Department Chairpersons:

Department chairpersons will receive extra pay which will be the larger of: (1) five (5) percent or (2) three (3) percent plus one-half (½) percent per instructor teaching full time or more and a proportionate percentage for instructors teaching less than full time in that chairperson's department on campus.

2. Extracurricular Duties:

The extra pay is to be based on the step of the salary schedule corresponding to the number of years of experience the individual has in that specific duty.

		1985-86 Max.	1986-87 Max.	1987-88 Max.
Basketball Head Coach	12%	$2,867	$3,068	$3,314
Basketball Assistant Coach	7%	1,472	1,575	1,701
Newspaper Advisor (16 issues per year)	6½%	1,553	1,662	1,795
Bowling Coach	5%	1,196	1,280	1,382
Volleyball Coach	5%	1,050	1,124	1,214
Debate Coach	4%	842	901	973
Drama Coach	4%	842	901	973
Magazine Advisor (1 administrative authorized issue per year)	3½%	1,196	1,280	1,382
Magazine Advisor (2 administrative authorized issues per year)	5%	1,196	1,280	1,382
Intramural Director		1,375	1,471	1,589
Coordinator of Athletics		2,548	2,726	2,944

The Board will assume no responsibility for the payment of the salary of coaches employed by an outside "booster type" organization, except to provide that the pay will be processed through the College payroll system according to the Extracurricular Duties schedule.

3. Extra Preparations:

(a) Exclusive of physical education activity courses, instructors having in excess of three (3) preparations per semester as part of their regular teaching load will be paid three hundred dollars ($300) for 1985-86 (three hundred twenty-one dollars ($321) for 1986-87) (three hundred forty-seven dollars ($347) for 1987-88) per extra preparation if the classload average is twenty (20) students or more.

(b) In the event the instructor has an overload, the class with the least number of equated hours will be removed in calculating extra prep pay as long as the removal does not reduce the load below sixteen (16) equated hours. If there is no obvious class of least equated hours, the average will be that of the total assignment.

(c) The class average will be determined on the basis of the official enrollment count used for state reporting purposes except that students who change classes for placement purposes* within seven instructional days following the state aid official count date for a full semester (or proportionately for a mini-semester or summer school when such courses are used as part of a normal load) will be credited to the receiving instructor's count total and will be removed from the sending instructor's count total for purposes of determining the class-load average.

*Note: Placement purposes as used here are defined as students who were placed in the wrong level or section and are being placed in a different level within the same discipline.

4. Maintenance:

Instructors assigned duties involving care and repair of instructional equipment after school hours will be paid four hundred eight dollars ($408) for 1985-86, (four hundred thirty-seven dollars ($437) for 1986-87) (four hundred seventy-two dollars ($472) for 1987-88) per year. Past practice will not prejudice assignments in this area.

5. Overload:

Remuneration for overload over sixteen (16) equated hours will be paid at the part-time instructor rate [see Article IX C.7(a)].

The college president may grant merit pay for overload. Remuneration for merit pay for overload over sixteen (16) equated hours will be calculated as follows:

Overload remuneration =

$$\frac{(\text{total equated hours} - 16)}{32} \times \text{yearly salary}$$

Merit pay procedures will be reviewed at the end of each contract year by a joint faculty/administrative committee.

6. Summer Orientation, Enrichment Programs and Internship Supervisors:

Instructors who work in the summer orientation and/or enrichment programs will be paid the following hourly rates:

Step	1985-86 Hourly Rate	1986-87 Hourly Rate	1987-88 Hourly Rate
1	$10.83	$11.59	$12.52
2	11.28	12.07	13.04
3	11.79	12.62	13.63
4	12.17	13.02	14.06
5	12.74	13.63	14.72

Instructors who serve as internship supervisors will be paid at the Step 5 hourly rate for hours worked; however, remuneration and work beyond five (5) hours requires the prior written approval of the Internship Coordinator.

7. Off-Campus, Part-Time and Summer School Pay Schedule:

(a) Off-Campus (classes taught outside the College District) and part-time instructors will be paid Three Hundred Thirty-Three Dollars ($333) per equated hour of instruction plus Sixteen Dollars ($16) per enrolled student over the basic class of fifteen (15) students. (This does not include instructors in certificate programs which extend beyond the normal regular school year.) In the event an instructor's load on-campus is less than the minimum normal load as defined in Article VI. B. 1, he/she will be offered any appropriate class, including off-campus or alternate semester courses, if scheduled, at the full on-campus rate. Instructors interested in taking advantage of this provision must indicate their interest in writing to the appropriate dean. Failure to do so will eliminate them from evoking this part of the contract for the current semester.

(b) Summer School instructors will be paid Four Hundred Fifty-Three Dollars ($453) for 1985-86 (Four Hundred Eighty-Five Dollars ($485) for 1986-87) (Five Hundred Twenty-Four Dollars ($524) for 1987-88) per equated hour of instruction plus Eighteen Dollars ($18) for 1985-86 (Nineteen Dollars ($19) for 1986-87) (Twenty-One Dollars ($21) for 1987-88) per enrolled student over the basic class of fifteen (15) students. This does not include instructors in certificate programs which extend beyond the normal academic year calendar.

8. Research Agreements:

Where research is needed to develop a new instructional program, the rate of payment will be Nine Dollars and Ninety-Four Cents ($9.94) for 1985-86 (Ten Dollars and Sixty-Four Cents ($10.64) for 1986-87) (Eleven Dollars and Forty-Nine Cents ($11.49) for 1987-88) per clock hour. This rate is not intended to limit the amount allowed for governmental agency financed programs but is a recommended minimum. Research agreements are to be made in writing prior to the start of the assignment, by the appropriate dean and acceptance of the assignment indicated by the signature of the assigned instructor.

9. Payment for Advanced Training:

Instructors who earn graduate credit, or up to a maximum of five (5) hours of undergraduate credit with prior approval of the appropriate dean, from an accredited institution will be reimbursed as shown below per semester credit hour up to a maximum of six (6) semester hours per year. To qualify for reimbursement, the instructor must obtain prior written consent from the appropriate dean and the course(s) must not be tuition-free courses taken at Alpena Community College under the terms of this agreement (work applying directly toward a graduate degree will be approved if requested). Request for payment is to be made in May of each year for work completed prior to May 1 and payment will be made in June.

	1985-86	1986-87	1987-88
On Campus	$28.09	$30.06	$32.46
Off Campus	14.05	15.03	16.23

10. Travel Pay:

On January 1 of each year the reimbursement for an instructor's authorized use of his/her personal automobile for travel will be adjusted to the current I.R.S. allowable rate. In the remainder of 1985 the rate will be 20.5¢ per mile.

11. Vocational Certification:

Instructors who must acquire additional certification in order to teach vocational courses will receive compensation per year as shown below for each year of business or industrial experience required for vocational certification, or the appropriate prorated amount for less than full-load vocational instruction. Vocational certification pay will be made under the provisions outlined above only to those instructors who received such payments prior to September 1, 1975.

1985-86	1986-87	1987-88
$224.00	$240.00	$259.00

12. Additional Contract Days (Student Services Area and Co-op Instructor)

An instructor in the Student Services area working additional days will be paid in addition to his/her appropriate salary:

(a) For assigned days the additional salary =

$$\frac{\text{additional days worked}}{\text{calendar work days}} \text{ x appropriate full-time pay}$$

(b) For mutually agreed upon days the additional salary =

$$\frac{\text{additional days worked}}{\text{calendar work days}} \text{ x appropriate full-time pay x 80\%}$$

For summer co-op instructors the additional salary =

$$\frac{\text{additional days worked}}{\text{calendar work days}} \text{ x appropriate full-time pay x 80\%}$$

This additional salary will be prorated as evenly as possible over the year's pay.

13. Salary Payment:

Base salaries will be paid in twenty-six (26) equal payments or twenty (20) equal payments every other Friday. Instructors must notify the payroll office of his/her payment choice in writing by August 1 or within one (1) week of ratification of this contract, whichever is later. An instructor's choice will continue automatically from year to year unless the instructor changes his/her option in writing by August 1 for the following contract year. Once a payment option is determined it will remain in effect during the following contract year. An instructor who fails to initially identify his/her payment option within the deadlines will be automatically continued on a twenty-six (26) equal pay basis. It will be the intent that checks will be available in sealed envelopes on the last day of school during the week of a scheduled payday. The second pay check of each semester and the first pay check following the last day of the spring semester may be withheld until the requirements concerning professional staff records have been met.

Compensation other than base salary will be identified on an itemized statement and both the compensation and statement will be included with the instructor's paycheck near the mid-point of each assignment.

ARTICLE X

DEDUCTIONS

A. Authorized Payroll Deductions:

Instructors may authorize the following payroll deductions, which will continue in effect from year to year unless revoked in writing:

1. Dues for the Faculty Council and Its State and National Affiliates:

Employees may at any time sign and deliver to the payroll office an assignment authorizing deduction of membership dues and/or fees (including MEA/NEA PAC) of the Faculty Council as per the conditions on forms devised by the Faculty Council. Such sums will be deducted in equal monthly (September through May installments from the regular salaries of such employees and remitted promptly to the Faculty Council together with an accounting by source. The Faculty Council will notify the payroll office in writing of amount to be deducted and the pay date deductions are to begin. The Faculty Council will reimburse the Board for any sums improperly deducted and remitted to the Faculty Council. Deductions for instructors employed after the commencement of the school year will be appropriately prorated.

The treasurer of the Faculty Council will be notified at the time that new personnel are hired and assigned responsibilities at the College.

With respect to all sums deducted by the Board pursuant to authorization of the instructor, whether for membership dues or equivalent fee, the Board agrees to promptly remit to the Faculty Council those sums collected.

2. United Funds

3. Savings Bonds

4. Credit Union

5. Tax-sheltered Annuities

6. Life Insurance

7. Aetna Life and Casualty Automobile Insurance available only to instructors having this deduction as of August 25, 1980.

8. Aetna Life and Casualty Homeowner's Insurance available only to instructors having this deduction as of August 25, 1980.

B. Deductions for Unauthorized Absences:

Deductions for unauthorized absences will be computed on the basis of the number of contracted days and the instructor's base salary. Additional deductions may be made for special duties or extra responsiblities which can be shown to be unfulfilled as a result of non-performance of the individual based upon that portion of the assignment which was not fulfilled and the salary for the extra responsibility or extra duty. Before any deduction is made the instructor will be given in writing all information which forms the basis for the deduction, and he/she will be given the opportunity to have his/her case presented to the appropriate administrator in order to respond to the written information.

ARTICLE XI
CALENDAR

A. Courses must be taught on dates either specified in the two semester academic year calendar or mutually agreed upon by the Board and Faculty Council; community service courses taught on a "one-time-only" basis may be started at any time, but courses which are offered more than once are subject to the previous provision.

B. Academic Calendars

FALL SEMESTER	1985-86		WORK	INST.
August	19	*Meetings	1	0
	20	*Meetings/Advising	1	0
	21	Advising/Registration	1	0
	22	Advising/Registration	1	0
	23	*Meetings	1	0
	26-30	Classes Begin August 26	5	5
September	2	Labor Day	0	0
	3- 6		4	4
	9-13		5	5
	16-20		5	5
	23-27		5	5
	30			
October	- 4		5	5
	7-11		5	5
	14-18	(Oct. 18 - End of 8th week)	5	5
	21-25		5	5
	28			
November	- 1		5	5
	4- 8		5	5
	11-14		4	4
	15	Opening Day - Deer Season	0	0
	18-22		5	5
	25-27		3	3
	28-29	Thanksgiving Vacation (Begins 5:00 p.m., November 27) (Instructional time lost between 5:00 p.m. and 10:00 p.m. will be made up at the discretion and convenience of the instructor.)	0	0
December	2- 6		5	5
	9-13		5	5
	16-19	Final Exam Period (See Agreement "Examinations" (C-3) for conditions.)	4	4
	20	Mid-Winter Vacation		
January	- 6			
December	27	Grades Due by Noon	½	0
			85½	80

*Workdays may include activities such as office hours, placement, workshops, seminars, staff meetings, development, faculty meetings.

SPRING SEMESTER 1985-86			WORK	INST.
January	7	*Meetings/Advising	1	0
	8	Advising/Registration	1	0
	9	Advising/Registration	1	0
	10	*Meetings	1	0
	13-17	Classes Begin January 13	5	5
	20-24		5	5
	27-31		5	5
February	3- 7		5	5
	10-14		5	5
	17-21		5	5
	24-28	Mid-Semester Break (Does not include WAFB and other off-campus classes)	0	0
March	3- 7		5	5
	10-14	(Mar. 14 - End of 8th Week)	5	5
	17-21		5	5
	24-26		3	3
	27-31	Spring Break (Begins 5:00 p.m., March 26) (Instructional time lost between 5:00 p.m. and 10:00 p.m. will be made up at the discretion and convenience of the instructor.)	0	0
April	1- 4		4	4
	7-11		5	5
	14-18		5	5
	21-25		5	5
	28			
May	- 2		5	5
	5- 9		5	5
	12-14	Final Exam Period (See Agreement "Examinations" (C-3) for conditions.)	3	3
	15	Office Hours/Meetings until 12:00 Noon	½	0
	16	Graduation Ceremony	1	0
	19	Grades Due by 12:00 Noon	½	0
			86	80

*Workdays may include activities such as office hours, placement, workshops, seminars, staff meetings, development, faculty meetings.

FALL SEMESTER 1986-87			WORK	INST.
August	18	*Meetings	1	0
	19	*Meetings/Advising	1	0
	20	Advising/Registration	1	0
	21	Advising/Registration	1	0
	22	*Meetings	1	0
	25-29	Classes Begin August 25		
September	1	Labor Day	0	0
	2- 5		4	4
	8-12		5	5
	15-19		5	5
	22-26		5	5
	29			
October	- 3		5	5
	6-10		5	5
	13-17	(Oct. 17 - End of 8th week)	5	5
	20-24		5	5
	27-31		5	5
November	3- 7		5	5
	10-14		5	5
	17-21		5	5
	24-26		3	3
	27-28	Thanksgiving Vacation (Begins 5:00 p.m., November 26) (Instructional time lost between 5:00 p.m. and 10:00 p.m. will be made up at the discretion and convenience of the instructor.)	0	0
December	1- 5		5	5
	8-12		5	5
	15-17	Final Exam Period (See Agreement "Examinations" (C-3) for conditions.)	3	3
	18	Mid-Winter Vacation		
January	- 5			
December	29	Grades Due by Noon	½	0
			85½	80

*Workdays may include activities such as office hours, placement, workshops, seminars, staff meetings, development, faculty meetings.

SPRING SEMESTER	1986-87		WORK	INST.
January	6	*Meetings/Advising	1	0
	7	Advising/Registration	1	0
	8	Advising/Registration	1	0
	9	*Meetings	1	0
	12-16	Classes Begin January 12	5	5
	19-23		5	5
	26-30		5	5
February	2- 6		5	5
	9-13		5	5
	16-20		5	5
	23-27	Mid-Semester Break (Does not include WAFB and other off-campus classes)	0	0
March	2- 6		5	5
	9-13	(Mar. 13 - End of 8th Week)	5	5
	16-20		5	5
	23-27		5	5
	30			
April	- 3		5	5
	6-10		5	5
	13-15		3	3
	16-20	Spring Break (Begins 5:00 p.m., April 15) (Instructional time lost between 5:00 p.m. and 10:00 p.m. will be made up at the discretion and convenience of the instructor.)	0	0
	21-24		4	4
	27			
May	- 1		5	5
	4- 8		5	5
	11-13	Final Exam Period (See Agreement "Examinations" (C-3) for conditions.)	3	3
	14	Office Hours/Meetings until 12:00 Noon	½	0
	15	Graduation Ceremony	1	0
	18	Grades Due by 12:00 Noon	½	0
			86	80

*Workdays may include activities such as office hours, placement, workshops, seminars, staff meetings, development, faculty meetings.

FALL SEMESTER 1987-88			WORK	INST.
August	24	*Meetings	1	0
	25	*Meetings/Advising	1	0
	26	Advising/Registration	1	0
	27	Advising/Registration	1	0
	28	*Meetings	1	0
	31	Classes Begin August 31	5	5
September	- 4			
	7	Labor Day	0	0
	8-11		4	4
	14-18		5	5
	21-25		5	5
	28			
October	- 2		5	5
	5- 9		5	5
	12-16		5	5
	19-23	(Oct. 23 - End of 8th week)	5	5
	26-30		5	5
November	2- 6		5	5
	9-13		5	5
	16-20		5	5
	23-25		3	3
	26-27	Thanksgiving Vacation (Begins 5:00 p.m., November 25) (Instructional time lost between 5:00 p.m. and 10:00 p.m. will be made up at the discretion and convenience of the instructor.)	0	0
	30			
December	4		5	5
	7-11		5	5
	14-18		5	5
	21-23	Final Exam Period (See Agreement "Examinations" (C-3) for conditions.)	3	3
	24			
January	- 4	Mid-Winter Vacation		
December	30	Grades Due by 12:00 Noon	½	0
			85½	80

*Workdays may include activities such as office hours, placement, workshops, seminars, staff meetings, development, faculty meetings.

SPRING SEMESTER 1987-88

			WORK	INST.
January	5	*Meetings/Advising	1	0
	6	Advising/Registration	1	0
	7	Advising/Registration	1	0
	8	*Meetings	1	0
	11-15	Classes Begin January 11	5	5
	18-22		5	5
	25-29		5	5
February	1- 5		5	5
	8-12		5	5
	15-19		5	5
	22-26	Mid-Semester Break (Does not include WAFB and other off-campus classes)	0	0
	29			
March	- 4		5	5
	7-11	(Mar. 11 - End of 8th Week)	5	5
	14-18		5	5
	21-25		5	5
	28-30		3	3
	31			
April	- 4	Spring Break (Begins 5:00 p.m., March 30 (Instructional time lost between 5:00 p.m. and 10:00 p.m. will be made up at the discretion and convenience of the instructor.)	0	0
	5- 8		4	4
	11-15		5	5
	18-22		5	5
	25-29		5	5
May	2- 6		5	5
	9-11	Final Exam Period (See Agreement "Examinations" (C-3) for conditions.)	3	3
	12	Office Hours/Meetings until 12:00 Noon	½	0
	13	Graduation Ceremony	1	0
	16	Grades Due by 12:00 Noon	½	0
			86	80

*Workdays may include activities such as office hours, placement, workshops, seminars, staff meetings, development, faculty meetings.

C. Miscellaneous Calendar Provisions:

1. Summer School:

On-campus summer session courses will normally be scheduled for a six-week period; however, an instructor's summer session courses may be offered over a different time period, provided he/she reaches mutual agreement on the date change with his/her respective dean.

2. Summer Calendar for Certificate Programs:

The calendar for instructors teaching certificate programs which extend beyond the academic year calendar will follow the vacation and work day pattern which was used during the 1979-80 year.

3. Examinations:

Final examinations will be given as scheduled by the calendar. If an instructor does not plan to give the final examination, he/she must obtain prior approval from the appropriate dean. Any such approval must be obtained at least 10 instructional days prior to the start of the scheduled final examination period.

4. Off-Campus Vacation Schedule:

When Faculty Council members teach off-campus courses as part of their normal load, they may follow the on-campus vacation schedules by mutually agreeing with their students to re-arrange classes to meet 800 minutes per credit hour minimum, not to result in additional cost to the college.

ARTICLE XII

GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is a claim by an instructor or the Faculty Council that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement and may be processed as herinafter provided.

2. The term "days" will mean calendar days.

B. Purpose:

The primary purpose of this procedure is to secure, as near to the initial step as possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings will be kept as confidential as may be appropriate at each level of the procedure. Nothing herein contained will be construed as limiting the right of any instructor with a problem to discuss the matter informally with the appropriate member of the administration.

C. Structure:

The Faculty Council will establish a grievance committee to process grievances of the personnel it represents.

D. Procedure:

The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 1, the time limits may be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as practical.

1. Step One (Verbal)

A grievance will be discussed with the appropriate administrator within fourteen (14) days of the alleged violation with the objective of resolving the matter.

2. Step Two (Written)

In the event the matter is not resolved in Step One, the grievance, stated in writing, will be submitted to that administrator in Step One within fourteen (14) days following the verbal discussion in Step One.

(a) A written grievance will be presented by:

(1) An instructor accompanied by a Faculty Council representative.
(2) A Faculty Council representative if the instructor so requests.
(3) A Faculty Council representative in the name of the Faculty Council.

(b) A written grievance will be specific. It will name and be signed by the employee(s) involved, and contain a statement of the facts upon which the grievance is based and the remedy requested.

(c) Within fourteen (14) days after receiving the written grievance, the administrator will present a decision, with supporting reasons, in writing and provide one copy to the instructor(s) and two copies to the Faculty Council grievance committee.

(d) In the event the President is the immediate supervisor, the provisions of (c) will not apply. In place of (c) the following procedure applies:

1. The President will meet with the Faculty Council grievance committee within fourteen (14) days of receipt of the written grievance. The President will state a decision, with supporting reasons, in writing within fourteen (14) days of the meeting. One (1) copy of the decision will be provided to the instructor(s) and two (2) copies to the Faculty Council.

2. If the grievant is not satisfied with the President's decision, the Faculty Council grievance committee will determine whether or not there is a legitimate grievance.

3. Should the grievance committee decide that no valid grievance exists, the Faculty Council's processing of the grievance will be dismissed by written notice, (copy to grievant and President) with the Faculty Council not being obligated to provide any assistance to the instructor, including legal and/or financial; however, the grievant cannot continue the grievance beyond this step.

4. If the grievance is not dismissed by the Faculty Council, it will advance to Step Four (Board of Trustees).

3. Step Three (President)

If the grievant is not satisfied with the decision, the Faculty Council grievance committee will determine whether or not there is a legitimate grievance.

Should the committee decide that no valid grievance exists, the Faculty Council's processing of the grievance will be dismissed by written notice, (copy to grievant and president) with the Faculty Council not being obligated to provide any assistance to the instructor, including legal and/or financial; however, the grievant may continue the grievance only through the president's step. If the grievance is not dismissed by the Faculty Council, it will be submitted to the president within fourteen (14) days of receipt of the written answer in Step Two. The president will meet with the Faculty Council Grievance Committee within fourteen (14) days of receipt of the written grievance. The president will state a decision, with supporting reasons, in writing within fourteen (14) days of the meeting. One (1) copy of the decision to the instructor(s) and two (2) copies to the Faculty Council will be provided.

4. Step Four (Board of Trustees)

If the President's decision is not satisfactory to the Faculty Council, the grievance may be submitted by the Faculty Council to the Board of Trustees within fourteen (14) days of receipt of his/her decision. The grievance must be submitted to the Secretary of the Board of Trustees no later than seven (7) days prior to the scheduled date of the Board meeting. The Board of Trustees will provide a hearing of the grievance at its next regular Board meeting or within thirty (30) days, whichever is sooner. The Board, within fourteen (14) days of the grievance hearing, will state its decision in writing; one (1) copy of the decision will be provided to the instructor(s) and two (2) copies to the Faculty Council.

5. Step Five (Arbitration)

If the Faculty Council is not satisfied with the disposition of the grievance at Step Four or the Step Four time limits expire without action, then only the Faculty Council may submit the grievance to final and binding arbitration under the rules of the American Arbitration Association which will act as administrator of the proceedings. If a Demand for Arbitration is not filed within thirty (30) days of the date of disposition of the grievance at Step Four or the date the Step Four time limit expires without action, whichever date is later, then the grievance will be deemed withdrawn.

Neither the Board nor the Faculty Council will be permitted to assert any grounds or evidence not previously disclosed to the other party.

The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in his/her award such financial reimbursements as he/she judges to be proper. Each party will bear the full costs for its side of the arbitration, and will pay one-half (½) of the costs of the arbitrator.

E. Rights to Representation:

When an instructor is not represented by the Faculty Council, the Faculty Council will have the right to be present and to state its views at all stages of the grievance process.

F. Miscellaneous:

1. A grievance may be withdrawn at any step without prejudice.

2. No reprisals will be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

3. All documents, communications and records dealing with a grievance will be filed separately from the personnel files of the participants.

4. Grievances will be written and filed on the official "Grievance Report Form."

G. Grievance Report Form

Grievance Number ____________________

Step One (Verbal)

Grievant(s): ____

____

Administrator: ____

____

Date of Meeting: ____

Others Attending Meeting: ____

____

____

____

Step Two (Written)

Date of Filing: ____

Date Cause of Grievance Occurred: _______________________________________

Statement of Grievance/Contract Violations(s): __________________________

____

____

Statement of Relief Sought: ____

____

____

Date Received by Administrator: ____

Disposition of Grievance by Administrator: ______________________________

____

____

Signature of Administrator: _________________________ Date: _____________

Advance to Step Four (Board) if the President is the immediate supervisor and Steps 2(d) 1, 2, and 3 have been taken.

Step Three (President)

Date Disposition of Step Two Received: ______________________________

Disposition of Grievance by Faculty Council Grievance Committee: ________

____

____

Signature of Faculty Council Representative: ______________ Date: ______

Date Filed with President: ______________________________________

Date Received by President: _____________________________________

Disposition of Grievance by President: ___________________________

____

____

Signature of President: ____________________________ Date: ________

____

____

Step Four (Board)

Date Disposition at Step Three Received: __________________________

Date Filed with the Board: _______________________________________

Date Received by the Board: ______________________________________

Disposition of Grievance by Board: _______________________________

____

____

Signature of Board President: _________________________ Date: ________

____

____

Step Five (Arbitration)

Date Disposition of Step Four Received: ___________________________

Date Submitted to Arbitration: ___________________________________

Disposition and/or Award by Arbitrator: ___________________________

____

____

Signature of Arbitrator: ______________________________ Date: ______

ARTICLE XIII

CONTRACT IMPLEMENTATION

A. 1. Unless otherwise provided in this Agreement, all contract changes scheduled for the second year (1986-87) of this Agreement become effective at midnight, August 17-18, 1986, and at midnight August 23-24, 1987, for the third year.

2. Changes in fringe benefit insurance coverages are effective September 1, 1985.

B. Miscellaneous:

1. Twelve Month Grant Summer Pay:

Instructors employed in twelve (12) month grant positions will be compensated for their summer work at a rate which is ninety percent (90%) of the appropriate normal academic year salary. However, instructors employed in twelve (12) month grant positions which were approved prior to August 25, 1980, will be funded at this level to the extent permitted (requests will be made of the funding agency to fund salary at the contract level) under that grant's budget during 1980-81, and beginning August 23, 1981, they will be compensated at the ninety percent (90%) rate for all summer work.

Instructors in twelve (12) month grant assignments will be given at least three (3) weeks of unpaid vacation during the summer, at times mutually agreeable to the instructor and supervisor.

2. Additional Grant Instructor Positions:

It is agreed that the Talent Search Project Director, Talent Search Project Technicians, Upward Bound Tutor, and Student Technician are grant positions appropriately included in the bargaining unit defined in Article III (Recognition) of the agreement.

It is further agreed that the job descriptions for these positions will be placed in Appendix E of the master agreement, and that all provisions of the aforementioned agreement will apply to the Talent Search Project Director, Talent Search Project Technicians, Upward Bound Tutor, and Student Technician with the following stipulations:

(a) The person initially hired as the Talent Search Project Director will be placed in the appropriate degree salary category as described in the master agreement Article IX (Compensation) on the same basis as any other newly hired instructor.

(b) The persons initially hired to fill the Talent Search Project Technician, Upward Bound Tutor, and Student Technician positions will be placed in the appropriate non-instructional grant technician salary category described below:

ACADEMIC CALENDAR YEAR SALARY SCHEDULE

Step	Non-Degree, Non-Instructional Grant Technician 1985-86	1986-87	1987-88	Step	Degree (BA/BS or MA/MS), Non-Instructional Grant Technician 1985-86	1986-87	1987-88
1	$ 9,307	$ 9,958	$10,755	1	$12,779	$13,674	$14,768
2	9,909	10,603	11,451	2	13,381	14,318	15,463
3	10,510	11,246	12,146	3	13,982	14,961	16,158
4	11,112	11,890	12,841	4	14,585	15,606	16,854
5	11,714	12,534	13,537	5	15,187	16,250	17,550
6	12,316	13,178	14,232	6	15,789	16,894	18,246
7	12,918	13,822	14,928	7	16,391	17,538	18,941
8	13,520	14,466	15,623	8	16,993	18,183	19,638
9	14,121	15,109	16,318	9	17,594	18,826	20,332
10	14,723	15,754	17,014	10	18,196	19,470	21,028

(c) Advancement to the next salary step in either of the Non-instructional Grant Technician categories will occur annually in the same manner as is applied to instructors in any other salary category covered by the master agreement.

(d) The experience provisions of paragraph one (1), Article IX, A. 1 (Placement on Salary Schedule) are waived for the purpose of determining the initial step placement within the appropriate salary category as described in stipulations 1 and 2 above; provided, that beginning with the Project Director, prior experience is granted upon hire to the extent permitted by the total grant funds.

(e) The Talent Search Project Director, Talent Search Project Technicians, Upward Bound Tutor, and Student Technicians are assigned to the Student Services Department.

ARTICLE XIV

REPRISAL CLAUSE

The parties hereby expressly agree that there shall be no reprisals, loss of pay, disciplinary action of any kind or nature whatsoever, or any penalties imposed upon the other, their members or employers as a result of any acts or actions which occurred or took place during the bargaining process leading to this Agreement.

ARTICLE XV

RATIFICATION

FACULTY COUNCIL:

______________________________, Faculty Council President/Negotiator
Herbert Gamage

______________________________, Faculty Council Vice-President
James Miesen

______________________________, Faculty Council Secretary
Brenda Buchner

BOARD OF TRUSTEES:

______________________________, Chairman of Board
Roger Bauer

______________________________, Secretary of Board
Gayle Marshall

______________________________, President, Alpena Community College/Negotiator
Charles Donnelly

As ratified on twenty-eighth day of March, 1985.

APPENDIX A

ALPENA COMMUNITY COLLEGE

Statement of Salary/Assignment

Date Issued: ____

Instructor: ____
(name)

Regular Assignment: ____

Base Salary: ______________________, Salary Schedule/Step __________

Longevity: ____

Duration of Regular Assignment: From ____________________, 19 ________

To ____________________, 19 ________

Sick Days Available: ____

Sick Days Used Previous Year: ____

Other/Extra Duties: ____

____

____

Changes in Regular Assignment from Previous Regular Assignment: ______________

____

____

____

____

Date and Duration of New/Changed Regular Assignment: ______________________

From ______________________, 19 __________

To ______________________, 19 __________

APPENDIX B

Department Chairpersons

The primary concern of the department chairperson shall be the quality of instruction given to the students of Alpena Community College.

The department chairperson shall provide the principal liaison between the administration and their respective departments. They shall follow college policies in the administration of their departments and they shall present the recommendations of their departments on academic matters to the Dean of Faculty.

Duties of department chairpersons lie in three general areas: Personnel, Educational-Professional, and Budget.

1. Personnel

A. Recruitment and Hiring:

1. In cooperation with the administration, recruit full-time, part-time, and substitute instructors for college credit classes, interview applicants and recommend employment of instructors.

2. Applicants shall be referred without commitments for employment to the department chairperson or the chairperson's designee who shall interview and evaluate applicants in writing on the current application evaluation form.

3. To be employed, applicants must receive the approval of a majority of the following: the department chairperson, the office of the Deans and the President. If the applicant is recommended to the Board for hiring, the latter will be appraised of the vote and given full information or reasons. All evaluations will become part of his/her personnel file if the applicant is hired.

4. A current file of applicants shall be maintained in the office of the college director of personnel, accessible to the department chairperson.

B. Evaluation of Instructors:

1. Evaluations and recommendations by the department chairperson become part of the information used by the Dean of Faculty and the President in making their recommendations to the Board for its final approval.

Department Chairpersons Cont'd

2. Evaluations become part of the current file of all instructors, maintained in the office of the college director of personnel and accessible to their department chairpersons, with written instructor approval. Instructors, during their first two years of employment, shall have a minimum of two evaluations by department chairpersons per year. Instructors, employed longer than two years, shall have a minimum of one evaluation every other year.

C. Supervision of Instruction

1. Instruct newly employed, full- and part-time and substitute instructors in their teaching duties and offer guidance for the improvement of instruction.

2. Encourage instructors to attend professional conferences in their academic fields and report the proceedings to department members.

3. Assume responsibility for calling meetings of instructors of the department with a minimum of three meetings per semester.

4. Insure that standards are set and maintained for course objectives, course content, examinations, and grading practices.

5. Approve instructor requests for changes of his/her course grades and initiate such requests when the instructor is no longer employed by the college.

6. Conduct or supervise departmental studies.

7. Assume responsibility for the organization and implementation of department in-service training.

2. Educational-Professional

A. Curriculum Review and Development

1. Meet with the Dean of Faculty or his/her designee as needed to discuss, plan, and develop the instructional program of the college.

2. Coordinate the development of new courses within the department, including catalog descriptions, prerequisites and course outlines, conduct an annual review of departmental offerings and prepare necessary evaluations of the program with recommendations for changes and deletions.

3. Represent the department to the college curriculum committee.

Department Chairpersons Cont'd

4. Review course offerings at other institutions and, in cooperation with the administration, participate in articulation with the institutions. Advise and assist administration so as to improve placement opportunities for students.

5. Cooperate with the Dean of Faculty in developing necessary departmental standards and tests for non-classroom credits such as CLEP, credit by examination, and evaluation of experience.

6. Recommend books and other library materials for purchase.

B. Schedule of Classes

1. Recommend to the Dean of Faculty a fall, spring, and summer session schedule of classes which is regularly reviewed and kept in the context of a two-year projection of the department program. The Dean of Faculty will provide department chairpersons with production reports for each semester.

2. Recommend to the Dean of Faculty teaching assignments and section sizes.

3. With the Dean of Faculty, coordinate class schedules with other departments to avoid conflicts.

4. Review class enrollments at the time of registration to effect better placement and sectioning.

C. Guidance Services

1. Assist in the development of testing and screening procedures for placement of students at proper levels in subject fields.

2. Work in cooperation with student services in the selection of program advisors for departmental majors.

D. Public Relations. Insure that the department is represented as needed in the college and community.

3. Budget

A. Assist in the preparation and administration of the departmental budget.

B. Texts, Materials and Supplies

1. Coordinate departmental requests for instructional materials, supplies, facilities, and capital outlay.

Department Chairpersons Cont'd

2. Recommend texts and supplementary materials needed for courses in the department and submit bookstore authorization forms to the Dean of Faculty for his/her approval.

4. Selection Procedure

The department chairperson shall be elected by a majority vote of the members of the department, subject to the approval of the Dean of Faculty. Disapproval by the Dean may be overridden by a 3/4 vote of the members of the department. Each step of the procedure must be completed in two weeks. Final recommendation will be made to the Board.

Only persons in the bargaining unit will be eligible to vote.

Persons teaching more than 14 hours in a department will have one vote. Persons teaching less than 14 hours in a department will have a vote equal to their load in that department divided by 15. The load assignment of the most recent semester will be used to determine the eligibility to vote.

The elections will all be held in the last month of the second semester, new chairpersons to take office at the opening of fall semester. Vacancies which develop at other times in the school year will be filled by election for the remainder of the term of office.

In the case of a tie or any situation wherein the department cannot choose a nominee, the Dean of Faculty will make an appointment.

5. Term of Office

1. A department chairperson shall be elected for a period of three years.

2. A department chairperson may be reelected for succeeding terms of office.

3. If, after a period of one year, a majority of the members of the department, or the respective Dean, are not satisfied with the present department chairperson, a departmental election may be called for the purpose of replacing the chairperson.

6. Rate of Remuneration for Department Chairpersons

See the Master Agreement Article IX, C.

APPENDIX C

1. Biology (dept.)
2. Business and Public Service (dept.)
3. English (dept.)
4. Fine Arts (dept.)
5. Industrial* (dept.)
6. Learning Skills (area)
7. Library (area)
8. Natural Resources (dept.)
9. Nursing (area)
10. Physical Education (dept.)
11. Physical Science - Math (dept.)
12. Social Science (dept.)
13. Student Services (area)

* includes concrete instructors

APPENDIX D
REVISED 3-28-85
ALPENA COMMUNITY COLLEGE

FACULTY SENIORITY LIST

1962

HATOPP, Hans

1963

HARDESTY, Gerald

1964

BUCHNER, Brenda
DUNCKEL, Elbridge
COGGINS, Ed

1965

GARLITZ, Russell
MOREAU, Richard
LAW, J. Wesley

1966

MIESEN, James
CHANDLER, James
MCGILL, John
MATTESON, Richard
TITUS, Keith
HENRY, DeLysle

1967

LAMB, Owen
BOYER, Lawrence
DOMINIC, Robert
TITUS, Sonya

1968

HUNT, Arthur
DIERKING, David
GAMAGE, Herbert
HALL, Terry
MCCOURT, Frank

1969

QUINN, Terry
SPARKS, Gary
HAMILTON, Ron (Laid off 8/31/81)
MILES, Richard
AUFDERHEIDE, Lawrence
MCLAREN, Ivan

1970

BORDEWYK, Herman
FABER, Joseph
YULE, William
COUNSELLOR, Richard

1971

WRIGHT, Jay (Laid Off 8-20-84)

1972

LATULIP, Loretta
CLUTE, Richard
BEYER, Judith

1973

WISENER, Robert

1974

1975

HART, Carol

1976

MORAN, Barbara
DICKINSON, Robert
TIBBETTS, Judy

1977

1978

ELLER, Robert

1979

1980

WINTER, Tom
KOENIG, Steven (Laid Off 9/81)
HAYMAN, Jean

1981

EASTWAY, Sandy	1-6-81
MCDONALD, Elizabeth	9-81
LINKE, Matthew	9-81 (Laid Off 1/8/85)
URLAUB, Bonnie	10-81
VOIGT, Audrey	12-81

1982

1983

DIAMOND, Cindy	9-83
GOUIN, Kathy	5-83
PHILLIPS, Roger M.	10-83
STRONG, Mickey	4-83

1984

FOURNIER, Robert	8-84
SCHWEDLER, George	1-84

1985

PETERSON, Deborah	1-85

(Dale Ilsley's seniority, if any, is to be determined.)

An instructor hired prior to or on May 31, 1980, will have his/her seniority consistent with the terms of this Agreement and the past practice of using the date of the notice or letter of intent to hire or transfer to Alpena Community College as the "date of hire." The order in which persons occur in the seniority list prior to June 1, 1981 reflect this past practice.

If any inaccuracy is found in this Seniority List, it is to be immediately corrected so as to be consistent with this Agreement. Any error in the listed seniority of one person will not be a basis for superseding or affecting the proper seniority of another person.

APPENDIX E

JOB DESCRIPTION — **Talent Search Project Director**

Responsibilities:

1. Implement Talent Search project under the supervision of the Director of Special Programs.
2. Initiate and establish cooperative relationships with target area high schools and social agencies.
3. Be responsible for documentation of eligible participants.
4. Coordinate calendars and schedules for grant technician visits to various schools and agencies.
5. Initiate and establish cooperative relationships with post-secondary institutions participating in the project.
6. Schedule and arrange trips for project participants to visit post-secondary schools.
7. Be responsible for maintenance of project records.
8. Aid the Director of Special Programs in the preparation of government reports.
9. Approve budget expenditures of staff technicians.
10. Meet weekly with technicians to discuss programs and continue in-service training.
11. Supplement as necessary the duties of staff technicians.

Salary: See Art. IX - Compensation — 12-month contract

MASTER AGREEMENT

Between

BAY de NOC COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

BAY de NOC COMMUNITY COLLEGE
TEACHERS' EDUCATION ASSOCIATION
M.E.A. Affiliate

1986-87
1987-88
1988-89

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RECOGNITION, RIGHTS AND GUARANTEES

0001 A Master Contractual Agreement between the Board of Trustees of Bay de Noc Community College and the Teachers' Education Association (M.E.A.) affiliate.

0002 This Agreement entered into this 18th day of August, 1986 by and between the Board of Trustees of Bay de Noc Community College, hereinafter called the Board, and the Teachers' Association, hereinafter called the Association.

0003 WHEREAS, the Board has an obligation to negotiate with the Association as the duly recognized representative of Bay de Noc Community College teachers and counselors, but excluding all other employees of the Board of Trustees.

0004 WHEREAS, The Board and the Association have reached agreements which are confirmed in this contract.

0005 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

0006 Board Recognition

The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all Bay de Noc Community College teachers as enumerated in paragraph 0007 of this Agreement, all of which are collectively designated as the "bargaining unit". The term "teacher" when used hereinafter in this Agreement shall refer to all members of the designated bargaining unit and reference shall include both male and female teachers.

0007 Board Recognition

For the purpose of determining this bargaining unit only, a Bay de Noc Community College teacher shall be defined as a teacher assigned fourteen (14) or more contact hours in any week for a semester or one who is assigned full-time counseling duties, or holds a full-time appointment to the college as a teacher, counselor, or teacher-counselor, except part-time nursing instructors who teach up to and including seventeen (17) contact hours each week of clinical nursing per semester and are exempt from this bargaining unit. A teacher who uses the Spring and/or Summer Semesters to receive credit toward his/her maximum annual load, as provided in the contract, continues to be included in the bargaining unit. Teachers electing the off-schedule teacher's option will continue to be members of the bargaining unit. Teachers who are hired exclusively to staff state and/or federally-funded projects or contracted vocational classes are not included in this bargaining unit.

0007 (cont'd) Teachers who are hired for one semester or less to teach technical classroom-laboratory courses which have a total of fourteen (14) contact hours or less are excluded from the bargaining unit.

The following teacher/administrator positions are also excluded:

Teacher/Administrator - Health Programs
Teacher/Administrator - Wood Harvest
Teacher/Administrator - Special Needs
Teacher/Administrator - Management Development
Teacher/Administrator - Data Processing Programs.

0007.1 Off-Schedule Teacher

If approved by the appropriate administrator, a teacher may elect to be classified for one-year periods as an Off-Schedule Teacher. At the end of each year, if mutually agreed by the appropriate administrator and the Off-Schedule Teacher, this classification may be extended. Off-Schedule Teachers are not bound by contract clauses related to hours or days but will cooperatively determine work schedules and calendar workdays with the designated administrator. It is agreed that Off-Schedule Teachers will handle their responsibilities with time contributions which, on the average, exceed minimum contract hours. Teachers electing the Off-Schedule Teacher option will continue to be members of the bargaining unit.

0007.2 Lab Assistant/Instructional Assistant

Lab Assistants and Instructional Assistants are excluded from this bargaining unit. Lab Assistants and Instructional Assistants are supervised by the instructor under the direction of the respective administrator.

0008 Sole Agent

The Board agrees not to negotiate with any teacher represented by this Association individually except for clauses which permit individual negotiation.

0009 Supersedes

During the negotiation of this Agreement, each party made proposals and counter-proposals. It is the intention of the parties that this Agreement cover those items of greatest concern in the employer-employee relationship. However, in order to facilitate communications between the parties, it is agreed that representatives from the Teachers' Association and the administration shall meet periodically to discuss interpretations of items contained in this Agreement and subjects not contained in it.

0009 (cont'd) This Agreement constitutes the negotiated agreements of the Board and the Association and supersedes any previous rules, regulations, or policies which may have been in effect relative to the subjects covered in this Agreement

0010 Changes in Current Policies

The Board agrees to effect any changes in current Board policies or bylaws which are in conflict with this Agreement.

0011 Copies of Proposed Policy Changes

The Board will furnish the President of the Association with copies of all proposed policy or bylaw changes one week in advance of final action of such change. In cases of emergency, the Association President or designee may waive the one-week provision of this clause.

0012 This contract may be opened on any item upon mutual written consent of both parties.

0013 Amendment

Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted to appropriate ratification procedures of the Board and the Association. At such time as it has been ratified by both the Board and the Association, it shall become a part to the Agreement.

0014 Effect on Individual Contracts

Any individual contract between the institution and an individual in the bargaining unit heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

0015 No Strike

0015.1 During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strikes, or work stoppages shall be deemed to include, but are not limited to: slowdowns, stoppages of any kind, sit-ins, "blue-flu," or any other type of interference of any kind, whatsoever, with operations of any of the facilities, singularly or jointly, of the Employer, and picketing of any kind. The Association further agrees that it will not engage in any sanction activities or other terms of boycotts of the Employer.

0015.2 The Association shall advise any and all teachers involved, including notification to the communications or press media, if requested by the Employer, that such teachers are in violation of the Agreement and that all teachers involved shall return forthwith to their regular duties. If the Association takes the foregoing steps and has not acted in violation of its obligations under the Agreement, it shall not be liable in any way for such activities.

0015.3 The Employer shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision, provided the Association has had time to notify the individuals. Prior to the taking of disciplinary or other action enumerated herein, the Employer shall notify the Association of its intentions and may also consult with the Association in connection therewith.

0016 No Lockout

The Board agrees that it will not engage in a lockout so long as this Agreement is in effect.

0017 Access to Information

The President of the Association, upon request, shall be sent copies of statements and financial information pertaining to the college. Such information shall be limited to that which is normally distributed to the Board.

The Association shall, upon request, send copies of correspondence, applications, legal documents, and such other items which could have a financial influence upon the institution to the President of the college at the same time they are sent to other parties, except tactical and legal advice relating to Association business.

0018 Copies of Agreement

Copies of this Agreement shall be printed at the expense of the college within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed. The Board will also supply to the Association, free of charge, ten (10) copies of the Agreement, plus more as needed, at reasonable cost.

0019 Board Rights

0019.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

a. manage and control its business, its equipment, and its operations and to direct the working forces and affairs of Bay de Noc Community College.

b. continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.

c. the right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the work force and to lay off employees, but not to conflict with the provisions of this Agreement.

d. determine the services, supplies and equipment necessary to continue its operations.

e. adopt reasonable rules and regulations.

f. determine the qualifications of employees.

g. determine the number and location or relocation of its facilities, including the establishment of relocations, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, division or subdivisions, buildings and other facilities.

h. determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.

i. determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

0019.1 (continued)

j. determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

k. determine the policy affecting the selection, testing or training of employees, provided that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

0019.2 The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article and, if so, shall deny the grievance.

0020 Meeting Rooms

The Association and its representatives shall have the right to use the institution's facilities for meetings. No charge shall be made for the Association's use of institution rooms. At least two consecutive hours per week between 8:00 a.m. and 6:00 p.m. shall be reserved for the purpose of Association business. A reasonable attempt shall be made not to make teacher assignments during these hours.

0021 Association Business

The Association shall specify in writing those duly authorized representatives of the Association and/or any M.E.A. representative(s) who may transact Association business. Such individuals may conduct business on institutional property at times that do not interfere with normal institutional operations.

0021.1 Professional Personnel and Association Leave

a. Any teacher who serves on a jury shall receive full pay less the amount paid by the court. If the service does not interfere with assigned duties, no deduction will be made.

b. Any teacher who is subpoenaed to testify in a case arising from work at Bay de Noc Community College shall suffer no loss in pay.

c. At the beginning of each school year the Association shall be credited with fifteen (15) days to be used by Association members who are officers or agents of the Association. The Association agrees to notify the appropriate administrator no less than one week in advance of taking such leave. If available, appropriate substitutes will be provided and paid for by the Association.

0022 Use of Facilities

The Association shall have the right to use institution facilities and equipment on college property, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the institution for any materials and supplies incidental to such use.

The Association shall be liable for and shall promptly reimburse the Board for any damage resulting from misuse of such equipment during its use by the Association. The Association shall not make unreasonable use of college secretaries. Use of equipment or college secretaries for personal business shall be prohibited unless approved in writing by the President of the college.

0022.1 The Board shall provide space to house and to provide reasonable security for Association materials essential to Association business. In event that the Association requires office space, the Board shall provide office space on either a private or a shared basis within no more than 30 days upon written notification thereof.

0023 Official Association Representative at Board Meetings

If the President of the Association wishes items placed on the agenda for a regularly-scheduled Board meeting, he shall make such request of the Board forty-eight (48) hours prior to meeting. The Board shall then recognize the President of the Association or his/her representative as a matter of new business. The Association President or his/her designated representative will be recognized for comment on agenda items.

0024 Association/Management Council

The President of the college shall designate two representatives from the administration or Board and one from the teaching faculty. The Association shall designate two representatives from the teaching faculty and one from the administration or Board who shall meet on a regular basis for discussion of problems of mutual concern, improvement techniques, to identify and solve work-related problems, to present their solutions to the college president, Association president, and to monitor the implementation of approved solutions to ensure that they work. The Association/Management Council shall give attention to reviewing and addressing the following clauses of this Agreement:

1. The work load of instructors who teach Rhet and Comp and/or communication skills be evaluated. An appropriate solution will be recommended for adoption by the college.
2. College calendar for the academic years 1987-88 and 1988-89.
3. Examine the faculty work load within each division and make appropriate recommendations.
4. 0114 new language for division/division chairpersons selection, responsibilities, participation, involvement, etc.
5. Prepare a proposal to unify the quality of instruction and related support services among identical Bay course offerings.
6. The need to have more than one text for multiple section classes shall be evaluated.

0025 Non-Prohibitive

Nothing contained herein shall prevent the Association from consulting at the proper level at times other than those set forth above, if matters of an urgent or emergent nature arise within the area of collective negotiations.

0026 Academic Freedom

0026.1 The Board recognizes the educational profession's right and responsibility to insist that, relatively, students must be free to learn and teachers free to teach. Thus, no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas, except that the teacher must be acting within his competency area in accordance with accepted courses of study.

0026.2 While the teacher must be free to teach and live according to his conscience, so must his students and the public he serves. The teacher may not infringe upon the freedom of those he serves. Opinion should be stated as such and theory for what it is.

0027 The Policy and Procedure Handbook

Division Chairpersons, Association President and the Grievance Committee Chairperson shall be supplied with a copy of the Policy and Procedure Handbook.

0028 Textbooks and Other Teaching Materials

All textbooks and other teaching materials shall be selected by the teacher except for multiple-section courses. In multiple-section courses, all teachers who teach the course shall be involved in the selection of the texts to be used. The Board and administration shall not be held liable for any action as a result of this clause.

0029 Distribution of Communications

Distribution of Communications distributed generally to teachers by the institution, or a school within the institution, shall be supplied to the Association President at the same time.

0030 Calendar

A calendar of contract days is a part of this contract and is included in the appendix.

0031 Curriculum

A Curriculum Committee shall be established at the beginning of the fall semester of each new year. The committee shall consist of one full-time teacher from each division elected by the division and one administrator appointed by the President.

0031.1 This committee shall be advisory in nature and shall discuss and recommend matters pertaining to curriculum after they have been dealt with by division action and before they are recommended to the administration or Board.

Upon receiving a proposal brought before the Curriculum Committee, a statement shall be forwarded by the Chairperson to the Instructional Dean stating any concerns and recommendations. This committee is not empowered to set procedures or hold up action on curriculum proposals.

0031.2 The Curriculum Committee Advisory responsibility will include the following:

a. any programs and courses considered to be utilized for credit toward degrees or certificates.

b. changes in course numbers, content and prerequisites that will alter the requirements of degrees and certificates.

c. changes in courses that will affect articulation.

d. community-education courses not to be applied toward degree or certificates and programs or projects funded solely by state or federal funds will not be considered for review by the Curriculum Committee unless it is referred to the committee by the administration.

0031.3 Minutes of the Curriculum Committee discussions and recommendations shall be kept, and copies shall be distributed to the Association president and the Administrative Faculty.

0031.4 A copy of curriculum considerations shall be sent to the Association President prior to being referred to the Curriculum Committee.

0031.5 Curriculum action that must be taken during time periods when four or more Curriculum Committee members cannot meet, shall be reviewed by the Association President or designee and the administrator responsible in the area affected.

TEACHERS, PERSONNEL, AND DIVISION PROCEDURES

0100 Proposed Teaching Assignments

Proposed teaching assignments will be developed simultaneously with the class schedule.

Any proposed modification to teaching assignments may be made by the designated administrator only after consultation with the teacher or teachers who would be directly affected by the proposed modification. Teachers affected are only those who would have their teaching assignment changed.

In the event that the affected teacher or teachers cannot be reached for consultation, the modification may be made and the consultation shall take place as soon as it is reasonably possible to do so.

It is agreed that teaching assignments or modification of teaching assignments will not be used to facilitate layoffs, nor be made capriciously or arbitrarily.

0100.1 Teaching Assignments

The assigned college teaching load of a full-time teacher shall be a maximum average of 16 credit hours or 18 contact hours per academic week. Assigned hours beyond these maximums will be paid on a pro-rated basis. A contact hour is defined to be 50 minutes of regularly-scheduled class activities.

If a teacher does not have the above load, the administrator-in-charge may assign similar duties commensurate with a maximum-average load.

0100.2 When it is approved by the teacher and the administrator-in-charge, a teacher may receive credit toward his/her maximum required annual load during the following fall and winter semesters rather than receiving summer pay. The teacher shall notify the division chairperson and the administrator-in-charge, in writing, within fourteen (14) calendar days after approval.

0100.3 Nursing Teachers' Load

During the fall 1986 semester, twenty-three (23) contact hours per week will constitute a full load.

Effective with the winter 1987 semester, twenty-one (21) contact hours per week will constitute a full load.

0100.3 Nursing Teachers' Load (continued)

Beginning with the fall 1987 semester, the administrator-in-charge may average the twenty-one (21) contact hours required over the fall and winter semesters providing the semesters are in the same academic year.

0100.4 Counselors' Schedule

The counselors' schedule will be arranged on a thirty-five (35) hour work week, exclusive of lunch time. However, compensatory time will be given when additional time is scheduled by the Dean of Student Services.

0100.5 Staff Assignments and Special Projects

Staff Assignments will be paid at the prevailing rate for part-time teachers and under the policies, procedures, rules and regulations applying to part-time teachers.

No full-time teacher shall teach more than fourteen (14) contact hours at the part-time rate per semester.

Each teacher in the bargaining unit shall submit to the appropriate administrator, a list of courses the teacher is qualified to teach. The basis for the qualification shall be included with the list. At any time thereafter a teacher becomes qualified to teach additional staff assignments, he/she shall notify the appropriate administrator to have them included along with the basis for the qualification(s).

Special projects approved by the administration shall be undertaken on a voluntary basis, and the pay shall be that offered by the administration or project director at the time the assignment is offered.

0101 Teacher Responsibilities

The parties recognize that the principle of professionalism does not lend itself to a fixed number of hours. Education of students is a major responsibility of the institution. Teachers are expected to work within their institution. Teachers are expected to work within their contracted area of competency so that each student is challenged to achieve and learn.

0101 Teacher Responsibilities (continued)

1. The teacher shall keep well-informed, with particular attention to the latest developments in his/her subject area and teaching technology. Each teacher shall teach his/her assigned courses and develop course content and appropriate instructional materials for the course he/she teaches. Each teacher will prepare and submit, yearly, an up-to-date, currently dated course outline for each course to be taught. Instructors will do this as soon as possible and no later than two weeks after start of the first class session.

   The teacher shall be involved in the planning of disciplinary programs and courses. He/she shall be expected to regularly attend scheduled college meetings, provided these do not conflict with class assignments. Unless excused by the administrator-in-charge, teachers shall be expected to attend graduation exercises.

2. Each teacher will serve as advisor to students. The assignment will be made on a distribution of students in terms of numbers and programs.

3. Each teacher shall fulfill routine duties and responsibilities, such as filing grade reports, book orders, equipment orders, keeping inventories up-to-date, etc., necessary for smooth operation of his/her discipline and the college.

4. Office Hours

   Teachers shall maintain at least five (5) hours per week for consultation with students. Such hours shall be in addition to his/her scheduled classes. Each teacher shall post on or beside his/her office door his/her consultation hours.

5. The college day is from 7:00 a.m. to 11:00 p.m. Teachers may be scheduled at any time during this period as requirements are determined. Hours beyond these times or Saturday and Sunday classes may be scheduled only with the consent of the teacher.

6. A teacher who teaches an evening class, which ends after 9:00 p.m. as a part of his/her regular load shall not be assigned without his/her consent a class prior to 9:00 a.m. on a morning after he/she has taught an evening class.

0101 Teacher Responsibilities (continued)

7. With the exception of absences that qualify under Clause 0301.4, all absences and reasons for such absences from scheduled duties shall be reported promptly to the administrator-in-charge.

8. Teachers will support and assist in the enforcement of student and safety regulations.

0102 Teaching Assignment Load

The following class size guidelines shall be observed.

In cases where unforeseen circumstances occur and there is sufficient room capacity or stations available, additional students may be added upon the permission of the teacher of the class.

Lecture	30 or Room Capacity
Laboratory	Number of Stations
Lecture-Laboratory Related	75
English Composition and Speech	22
Research Writing	18
Auto Mech. and Auto Body	18
Diesel	18
Welding	18
Machine Tool	18

0102.1 Course Cancellation

Go Courses

1. A Go course is one which is:
    - A. Part of a full load and has a minimum of thirteen (13) students enrolled in it.
    - B. Offered at the part-time salary level, and the derived tuition is equal to the instructor's salary to include fringe benefits and any inherent fees.
    - C. Nursing clinical courses shall have a minimum of ten (10) students.
2. A Go course will not be subject to cancellation.

0102.1 Course Cancellation (continued)

No-Go Courses

1. A No-Go course is one which does not have sufficient enrollment at the close of late registration to be classified as a go.
2. A No-Go course will be subject to cancellation except in those instances in which continuance is justified.
    A. Justification for the continuing of a No-Go course will include:
        1. Program requirement
        2. Program reorganization
        3. Program phase-out
        4. New program/course initiation
        5. Sequence completion
        6. Averaging academic year work load
    B. A No-Go course will be canceled prior to its first scheduled meeting in the semester/session in which it is offered or as soon as possible thereafter. Cancellation procedures will include:
        1. The informing of the instructor and the Dean of Students by the appropriate dean.
        2. The replacement of the No-Go course with a Go course in the instructor's schedule when appropriate.
        3. The informing of the enrolled students by either the assigned instructor in the case of a full load course or the appropriate dean in the case of the staffed course.
        4. The assisting of the involved students by the informing individual in the reorganization of their class schedules.

0103 Overload

An overload is an assignment which exceeds the guidelines of contact and credit hours and does not apply to specially-funded programs or community education programs. An overload shall be made only with the consent of the teacher. It shall not exceed six (6) contact hours. The teacher shall be paid a prorated amount of his/her basic salary for the overload.

0104 Course Development

A teacher assigned to develop a new course or series of courses may be entitled to a load reduction from the established class load guidelines or to a contact hour reduction. The teacher and administrator-in-charge shall work cooperatively to establish the assignment and the reduction.

0105 Student Advising and Pre-enrollment

All student advising and pre-enrollments shall be the responsibility of the full-time counselors, teachers, and any qualified person as approved by the Dean of Student Services.

0106 Sponsorship of Student Activities

Sponsorship of all student clubs and organizations shall be on a voluntary basis.

0107 Part-time Teachers

The following administrative positions are exempt from any restrictions regarding the number of hours which they may teach.

Teacher/Administrator - Health Programs

Teacher/Administrator - Wood Harvest Programs

Teacher/Administrator - Special Needs

Teacher/Administrator - Management Development

Teacher/Administrator - Data Processing Programs

Except for community-education-type courses and emergencies, no administrator shall teach classes listed in the catalog unless approved by the Association President.

0108 Proposed Class Schedule

Proposed class schedules shall be developed cooperatively by the teachers of each division as a group with the administrator-in-charge.

Any proposed modification to the schedule may be made by the designated administrator only after consultation with the teacher or teachers whose schedules would be directly affected by the modification. Teachers directly affected are only those who would have their schedules changed by the modification. Schedule changes shall not be made arbitrarily or capriciously.

In the event that the affected teacher or teachers cannot be reached for consultation, the modification may be made and the consultations shall take place as soon as it is reasonably possible to do so.

It is agreed that the schedule or modifications of the schedule will not be used to facilitate layoffs.

0109 Any full-time teacher who has been assigned eight (8) contact hours in a semester in a division shall have full voting rights in that division.

0110 New Positions

0110.1 Establishment of New Positions

The administrator-in-charge shall determine the initial need for a new full-time position.

0110.2 The administrator-in-charge shall notify the Association President of the need for a new full-time instructional position, which would fall within the bargaining unit.

0110.3 Items in 0110.2 are to be completed before a recommendation for a new position is presented to the Board of Trustees.

0110.4 Positions funded entirely by state and/or federal monies shall not be subject to 0110.2.

0111 Tenure and Contract Renewal

A. Only teachers who have had three years full-time teaching service at Bay de Noc Community College (two regular semesters a year, excluding spring and summer sessions) shall be eligible for tenure.

B. New teachers shall be on probationary status for the first three (3) years of their employment.

0111 Tenure and Contract Renewal (continued)

C. No teacher shall be required to serve more than one (1) probationary period in this institution.

D. At the end of the probationary period tenure may be granted by the Board of Trustees, if recommended by the administrator-in-charge.

E. In the event that tenure is not recommended, reasons shall be stated in writing.

F. The tenure clauses of this contract do not affect the administrative right of limiting contracts during the initial three-year period.

G. If a tenured teacher requests and is granted a release from the college before the expiration of his/her contract, he/she shall reimburse the college up to $150.00 for the expense involved in finding a replacement.

0112 Tenure and Continuing Contract

On successfully completing signed probationary contracts, the teacher shall be considered for tenured status as indicated in 0111 (D). A tenured teacher will have a continuing contract, except when canceled through the teacher reduction procedure of the Agreement.

0113 Just Cause

0113.1 No teacher shall be disciplined without Just Cause. Disciplinary action shall be defined as any warning, reprimand, time off without pay, withholding of pay, or discharge. Discharge of a non-tenured teacher is not arbitrational.

0113.2 A teacher shall be entitled to have present a representative of the Association during any meeting from which disciplinary actions result.

0113.3 If discharge of a tenured teacher is to be considered because of inadequacies observed in the teacher's professional work with students,

a. the inadequacies must be well-founded incidence(s) that have been documented in the teacher's personnel records.

b. the teacher must be given clear direction to improve and the consequences of his/her failure to do so.

0113.3 Just Cause (continued)

c. adequate opportunity for the teacher to make improvements shall be worked out between the dean-in-charge and the teacher.

d. opportunity for the teacher to take a leave of absence for the purpose of pursuing further study or receiving medical attention shall be made.

0114 Division

0114.1 Division Chairpersons

a. Selection and Appointment

1. Division chairpersons are appointed annually and they may succeed themselves.
2. The divisions or any member thereof may nominate a member or members for division chairperson. Any administrator may also make nominations. The Dean of Instruction of the college will make the final appointments from these nominees.
3. If the chairperson position should for any reason become vacant before the expiration of the term of service of the incumbent, the same procedures will be followed to fill the vacancy.

b. Division Chairperson Responsibilities

Division Chairpersons will be on call when available to perform the following responsibilities:

1. chair the meetings of the division.
2. provide a liaison between divisions.
3. provide a liaison between the division and the administration.
4. attempt to involve division members in division decisions, e.g., course offerings, budget preparation, grade practices, formulation and appraisal of goals and objectives, advising, etc.
5. complete a division progress report for each semester.

0114.2 **Participation**

Each academic division of the institution shall deliberate as a participating group of all members in formulating its own policies and decisions in accordance with basic democratic procedures of open discussion and voting, operating both formally and informally on propositions such as course offerings, curriculum matters, budget and personnel, promotion issues and periodic apprisal of goals and objectives. In order to accomplish the foregoing divisional goals and objectives, the following shall be observed.

0114.3 **Specified Involvement**

Division matters, problems and propositions in which divisional teachers shall be democratically involved and which shall specifically be included in the apprisal, shall include, but shall not be limited to the following:

Division Chairpersons shall attempt to involve divisional teachers in the following areas and teachers shall participate in these areas:

a. the development of divisional curricula.

b. the determination of course offerings and teaching assignments, including off-campus and summer sessions.

c. teacher participation in the preparation of the divisional budget.

d. utilization of professional improvement funds.

0115 **Division Meetings**

A schedule for division meetings shall be determined by the division members.

Emergency meetings may be called only under procedures established by the division members.

0116 **Evaluation**

The evaluation of teachers shall be uniform for all teachers within each division.

APPOINTMENTS, PROMOTIONS, REDUCTIONS, AND RELATED MATTERS

0201 Promotions

0201.1 A "promotion" is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular working day. Promotions are not meant to include the taking on of additional duties in connection with extracurricular or extra-duty activities.

0201.2 Whenever a vacancy occurs which is a promotion as defined in Section 0201.1, the Employer shall publicize the same by giving written notice of such vacant position, with qualifications and job description where possible, to the President of the Association prior to publication elsewhere. The President of the Association shall notify all teachers of the vacancy.

0201.3 Any teacher may apply for a vacancy in a position considered to be a promotion in Section 0201.1. In filling such a vacancy, the Board shall consider the professional qualifications, background, attachments, and other relevant factors, including service in the college, of all applicants.

0201.4 If requested, unsuccessful applicants shall be given reasons for not attaining the position.

0202 Transfers

With the consent of the administrators-in-charge, a teacher may transfer from one division or department to another without loss of rights, provided he/she meets all of the necessary qualifications for the position to which he/she is transferring. Under no circumstances will he/she be transferred against his/her will. When a change in title or function occurs through such a transfer, the teacher shall retain all rights, benefits and privileges of his/her previous status.

0203 Acting Promotions

With the consent of the teacher, the institution may appoint the teacher to hold an administrative position on an acting basis for a period not to exceed one calendar year. His/her title in the administrative position will include the word "acting" during the time he/she holds the administrative position.

0203 Acting Promotions (continued)

0203.1 A teacher holding an acting position shall have the right to return to the bargaining unit with full rights and benefits as conferred by the Master Contract.

0204 Permanent Promotions

Any member of the bargaining unit who is selected to an administrative position, not holding it on an acting basis, but in the full capacity of the position, and who later returns to a position within the bargaining unit, shall be considered in terms of seniority and tenure and all other rights and benefits due him/her under this contract to have continued in the bargaining unit during the time he/she held the administrative position.

0205 Reduction - Retrenchment

0205.1 In the event of circumstances requiring layoff, such as, but not limited to any one or combination of the following.

Reduction in course offerings, insufficient demand for course, program phase-out or discontinuance, financial conditions, emergencies, changes in institutional priorities, changing needs of students, etc.

The following factors will be used:

1. Seniority - This factor is to be interpreted on the basis of continuing employment as a full-time teacher at Bay de Noc Community College.
2. Qualification - This factor is to be considered where specific background and education are necessary for teaching the assignments that will continue to be offered.
3. Experience - This factor will be used when written records substantitate that this quality in one teacher is superior to that of another.
4. Past Performance - This factor will be used when written records substantiate that this quality in one teacher is superior to that of another. If items 2, 3, and 4 are relatively equal as substantiated by written documentation in the teacher's personnel file, seniority shall prevail.

0205.2 Reduction - Retrenchment (continued)

Before official action on reduction of teachers is taken by the Board, the President of the college will set forth in writing to the Association President the specific reasons for its action.

0205.3 Before official action on reduction of teachers is taken by the Board, it will give notice to the Association President of the contemplated reduction and afford the Association President an opportunity to discuss it with the employer. The names of the teachers to be laid off shall be given to the Association President at least twenty (20) days before official action is taken by the Board.

0205.4 In the event the Association questions the rationale of the employer as to the teachers: (1) being laid off or not being laid off, or (2) filling such positions, the Association President shall notify in writing the President of the college within ten (10) days of the Board's decision to lay off.

0205.5 If a vacant teaching position or need as outlined in 0110 should arise within two years after layoff termination of a teacher's contract, said teachers will be given first opportunity to fill such a need, provided the teacher is qualified. In the event two or more teachers are equally qualified, the teacher with the most seniority will have priority.

0205.6 In conjunction with section 0601, which provides that the individual contract executed between each teacher and the Employer is subject to terms and conditions of the Agreement, it is intended that section 0205 take precedence over and governs the individual contract and the individual contract is expressly conditioned upon this section.

0205.7 Any grievance under this clause may begin at step two.

0205.8 Layoff notification may become effective sixty (60) days after the Association President is put on notice as stated in Clause 0205.3.

0205.9 A teacher who is hired for two semesters or less is reduced from the teaching staff upon the expiration of the individual contract.

LEAVES - ABSENCES

0301 Sick Leave

0301.1 Teachers are granted five (5) days sick leave upon employment and may accumulate sick leave at the rate of one-half day per pay period based on twenty six (26) pay periods per year. Teachers hired prior to August 15, 1986, may carry forward the balance of unused sick leave accrued during the 1985-86 academic year. Accumulation of sick leave may not exceed a total of 130 days.

0301.2 Sick leave shall be charged on any contract day during which the teacher has an assigned duty and on any contract day on which the teacher has no assigned duty provided the teacher was sick on the preceding and succeeding contract day. Charges to sick leave for part days absent will be one-half (½) day for each class or office hour absent to a maximum of one day for each part day missed. Each teacher shall notify the office of the administrator-in-charge as soon as it can be reasonably expected to do so.

0301.3 Absence under the sick leave policy covers personal illness, illness in the immediate family (wife, husband, children) or of persons for whom the person has direct and continuing responsibility.

0301.4 After five (5) consecutive contracted days, the appropriate administrator may ask the teacher for doctor's verification of illness or injury when sick leave has been used or is being used for illness or injury. Failure of the teacher to supply verification may result in a reduction of pay for the days missed.

0301.5 Sick leave may be used for personal illness or a death in the immediate family. This plan provides that, in the event of a death in the immediate family (spouse, son, daughter, parent, grandparent, brother, sister, mother-in-law, father-in-law, or the spouse of any of them) or of other related persons living in the household, the employee may have a maximum of three (3) days paid time off to attend the funeral and make necessary funeral arrangements.

0301.6 Sick leave may be used for emergency purposes when approved by the administrator-in-charge.

0301.7 Any teacher who is absent because of injury or disease compensable under Michigan Workman's Compensation Law shall receive from the Board of Trustees the difference between the allowance under the Workman's Compensation Law and his regular salary until such time as long term disability payments become effective. The following schedule shall be adhered to:

A. sick leave accumulated by teacher will first be exhausted.

B. after condition "A" is satisfied, teacher shall receive the regular payroll checks equal to the difference between the regular salary and the worker's disability compensation payments.

C. Once the effective date of long term disability has occurred, the teacher shall receive compensation equal to the amount provided under the long term disability insurance provisions. The college will not participate in payments made under this section of 0301.7.

0301.8 If a person presently on sick leave is fit to return to work on a part-time basis after an illness or injury, he/she may do so provided both the teacher and the administrator-in-charge approve. If requested by the administrator-in-charge, medical assurances will be provided.

0302 **Adoption**

Any teacher adopting an infant child (one(1) year of age or less) shall be entitled, upon request, to a leave of absence.

0303 **Assault Upon a Teacher**

When a teacher's absence is the result of an assault upon the member as a result of discharging his/her duties, the teacher's sick leave account shall not be charged for the absence.

0304 Teachers shall immediately report cases of assault suffered by them in connection with their employment to their division chairperson and administrator-in-charge.

0305 Such notification shall be immediately forwarded to the administrator-in-charge, who shall comply with any reasonable request from the teacher for information in the possession of the administrator-in-charge relating to the incident or the persons involved, and shall act in appropriate ways as liaison between teacher, the police and the courts.

0306 **Privilege of Teachers to Buy Benefits**

For those unpaid leaves which do not provide for the continuation of benefits during the leave, the Board shall make provision for the teacher to continue any or all such beenfits at his/her own expense.

0307 **Leaves of Absence**

a. A teacher may take L.O.A. of up to twelve months for graduate study, research, travel, or other purposes when the leave is approved by the Board of Trustees.

b. While on L.O.A., teachers will receive no salary from the college. An exception to the no-salary provision may be made for a teacher-exchange program. Any period served as an exchange teacher shall be considered as time taught with the college for the purposes of the salary schedule.

0307 Leaves of Absence (continued)

c. A teacher on leave will be permitted to remain a member of the group insurance plan in effect at the college during his/her absence. During this period of leave, the teacher will pay the full amount of the premium due under such a plan.

d. Teachers on L.O.A. approved by the college will be guaranteed employment by the college in their teaching areas, provided such positions exist.

e. Leaves will be conditional upon a qualified replacement being available for the absent teacher.

f. Written requests for L.O.A. providing details and purposes should be presented to the administrator-in-charge by June 1, or earlier, of the preceding academic year. Provisional approval or rejection will be granted by the administrator-in-charge.

g. It is expected that the administrator-in-charge will make every effort possible to secure a replacement for the teacher desiring leave. The teacher can assist in this effort, but the responsibility rests with the administrator-in-charge.

h. The administrator-in-charge shall notify the teacher desiring approved leave not later than March 1, if the leave has been finally approved or rejected. A decision of non-approval can be reversed by the administrator-in-charge, subsequently, if it later becomes possible to give the leave.

0308 Teacher Substitution

0308.1 Teachers are responsible for notifying the administrator-in-charge of any expected absence as soon as it is reasonably expected that they can do so.

0308.2 If, in the administrator's judgment, a substitute teacher is needed and available, an attempt shall be made to hire one.

0308.3 Teacher Substitution (continued)

If another teacher in the bargaining unit substitutes for the absent teacher without pay, no sick leave will be charged against the absent teacher. If another teacher in the bargaining unit substitutes for the absent teacher with pay, sick leave will be charged to the absent teacher. The pay for the teacher substituting will be at the part-time rate in effect.

Arrangements for substitutes shall be approved by the administrator-in-charge.

GRIEVANCE PROCEDURE

0400 Any claim by the Association or teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through the procedures set forth herein.

0400.1 All time limits herein shall consist of Monday through Friday (school days). Time limits may be extended upon good cause shown or upon mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive.

0400.2 It is understood that grievance problems will be handled at times other than when the teacher is at work. In the event, however, in the handling of a grievance, it becomes necessary for the teacher to leave his/her work, he/she shall first obtain permission from his/her administrator-in-charge.

0400.3 In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the appropriate administrator either personally or accompanied by his/her Association representative. Only the necessary persons and/or teachers to the grievance shall be present at such meeting.

0400.4 Step One

If, as a result of the informal discussion with the appropriate administrator, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on a form provided by the Association representative. A copy of the grievance form shall be delivered to the appropriate administrator. The grievance must be filed at Step I within twenty (20) days of the violation, misinterpretation or misapplication, or within fifteen (15) days of the discovery thereof.

0400.5 Within five (5) days after the presentation of the written grievance, the administrator shall give his/her answer in writing to the grievant.

0400.6 Step Two

In the event the grievance is not settled at Step One, it may be referred in writing to the President of the college within ten (10) days after the date of the answer by the administrator-in-charge or his/her designee. At this point, the President of the college may:

0400.6 Step Two (continued)

a. attempt to resolve the grievance by holding a meeting with the necessary persons and/or teachers to the grievance. Such meeting shall be scheduled within ten (10) days from the date of receipt of the appeal; or

b. refer the grievance to Step Three within ten (10) days from the date of receipt of the appeal. Written notice of such referral shall be given to the Association Grievance Committee Chairperson.

If the President of the college holds a meeting, he shall present the Association Grievance Committee Chairperson, within five (5) days after conclusion of such meeting, with a written answer to the grievance.

0400.7 Step Three

If the alleged grievance is not settled at Step Two, it may be referred in writing to the Board of Trustees within ten (10) days after the date of the answer by the President of the college. The Board, or a committee thereof, shall hold a hearing, or otherwise investigate the grievance, or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at this step. The Board, or committee thereof, shall render a decision on the grievance and present it in writing to the Association within twenty-five (25) days after the date the matter was referred to the Board of Trustees.

0400.8 Step Four

If the alleged grievance is not settled at Step Three, the matter may be referred to arbitration. Either party may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within ten (10) days from the date of the Board's (or committee's thereof) written decision at Step Three. Within ten (10) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Association or its designated representative shall make every reasonable effort to agree upon a mutually-acceptable arbitrator.

0400.8 Step Four (continued)

If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the Rules of the American Arbitration Association.

The Arbitrator shall hear the grievance in dispute and shall render his decision in writing as soon as possible after the close of the hearing. The Arbitrator's decision shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The Arbitrator's decision shall be final and binding upon the Employer, the Association, and the employee or employees involved.

The Arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The Arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's right and responsibilities, except where they have been expressly and clearly limited by the terms of this Agreement.

The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The Arbitrator shall not render any decision which would require or permit an action in violation of Michigan Community College Laws.

The Arbitrator's fees and expenses shall be shared by the Employer and the Association equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant.

The termination of a probationary or non-tenure teacher shall not be subject to the arbitration provision.

0400.8 Step Four (continued)

The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the Employer, provided that the Association be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.

It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.

Nothing contained herein shall be construed as a waiver or precedent by any action or lack of action taken by the Employer.

0400.9 Notwithstanding the expiration of the Agreement, any claim or grievance arising, thereunder, may be processed through the grievance procedure until resolution.

0401 Grievance File

All documents, communications, and records dealing with a grievance, except the material which is normally kept in the teacher's personnel file, shall be filed separately from the personnel files of the participants.

0402 Personnel Files: Access

A designated member of the Association may, with written permission from the individual, examine the personnel file of any member or members of the bargaining unit if the examination relates to a filed grievance, a grievance in preparation, a written charge against the member, including a recommendation for dismissal, or verification of data for negotiations.

0403 The individual teacher shall have access to his/her own file any time during normal business hours. Items which are sent to the college in confidence may first be removed by the administrator-in-charge.

0404 When complaints or entries of a derogatory nature are placed in a teacher's personnel file, a copy of said complaints or entries shall be sent to the teacher.

0405 A teacher that has entries or complaints of a derogatory nature placed in his/her personnel file, will have a right to respond in writing to these derogatory remarks.

0500 FRINGE BENEFITS

For professional improvement, each teacher shall be allowed $500.00. The outlay of these amounts may be as follows: (Up to $75.00 may be used in each year for b and c).

- a. Actual travel.
- b. Membership dues in professional organizations as limited to the discipline, as approved by the designated administrator.
- c. Subscription(s) to professional periodicals as related to the discipline and approved by the designated administrator.

These funds will be credited to each division. The distribution of these funds shall be made through the cooperation of the teachers in the division of the administrator-in-charge.

0500.1 Teachers shall be provided a retirement program by the Michigan Public Employees Retirement System contributions paid fully by the Employer.

0501 Insurance Coverage

0501.1 Insurance coverage shall be as follows:

A teacher may select Super Med I MESSA, Super MESSA, or SET, Inc. 500 plan. The selection may made by the teacher only during the month of August each year of this contract. In the event that circumstances change, teachers who are not insured SET coverage to be effective the first day of the calendar month. Contributions to the annuity of course, cease as of that date and be determined a pro-rated basis. The Board will contribute following maximum amounts:

full family	$ 226.00
member and spouse	$ 200.00
single	$ 91.00

Premiums in excess of the Board contribution will be deducted by the college from the teacher's paychecks. Teachers will sign authorization permitting such deductions. The maximum amount contributed by the Board for 1987-88 shall be increased six percent (6%) and the 1988-89 Board contribution shall be increased by six percent (6%). In no case, shall the Board contribution exceed the total of the premium.

0501.1 Insurance Coverage (continued)

Teachers will sign authorization cards permitting such deductions. The Association will be responsible for any lack of authorization by Association members.

Employer-paid dental plan providing 80% coverage of dental costs, excluding orthodontic treatment.

College share of life insurance will be $15,000 per teacher.

Personal effects insurance to $5,000 per teacher, based upon listing.

Professional liability and classroom insurance of $100,000 per teacher.

Travel insurance of $100,000 ($500,000 limit per accident) on any teacher attending meetings or taking field trips related to his/her teaching or professional improvement.

Long term disability insurance shall be provided each teacher. This insurance shall provide:

- 66 2/3% of salary
- 180 calendar day waiting period
- $3,000 maximum per month
- two-year own occupation definition
- benefits payable to age 65; accident and sickness
- waiver of premium while totally disabled
- rehabilitation provision
- mental rider provision

With respect to the above coverages, the employer shall be obligated only to tender premiums.

0501.2 Teachers may elect the Tax-Sheltered Annuity plan in lieu of medical coverage. For those teachers who choose this option, the college will contribute $1,000 annually in the Sun Life Massachusetts Investors Plan 403B.

0501.3 Long Term Disability Sick Leave Bank

The Long Term Disability (LTD) Sick Leave Bank is established to be used **ONLY** in conjunction with the 180 calendar day waiting period required by the LTD insurance carrier. It cannot be used for any other reason.

0501.3 Long Term Disability Sick Leave Bank (continued)

The purpose of the LTD Sick Leave Bank is to provide a reserve whereby a teacher who qualifies for LTD and who does not have a sufficient number of personal sick days accrued to carry him/her through the 180 calendar day waiting period can draw and use sick days from the reserve after first using the personal sick days he/she has accrued as provided by paragraph 0301.1.

a. Each teacher shall give five (5) days of sick leave to the sick leave bank at start of 1975-76 academic year.

b. LTD Sick Leave Bank records shall be maintained by the Business Office. The Dean of Business Services and the chairperson of the Grievance Committee shall dispense days from the LTD Sick Leave Bank upon validation of written requests, accompanied by a medical statement.

c. Each teacher may draw from the LTD Sick Leave Bank based upon approval from the administrators of the LTD Sick Leave Bank.

d. A teacher who uses sick leave days drawn from the LTD Sick Leave Bank as provided under paragraph 0501.3 will not be required to pay back the days drawn.

e. In the event that additional sick days are needed to replenish the LTD Sick Leave Bank, additional days will be assessed uniformly to each full-time employee. This will be reviewed annually by the Dean of Business Services and the chairperson of the Grievance Committee.

f. An instructor must provide the college with medical assurance that he/she is physically and mentally fit to return.

g. When returning from sick leave during or at the end of the first or second year, the instructor will be assured his/her original position if it still exists, or a vacant position within the area of his/her interests, abilities, and training. This right will exist for a period of two (2) years commencing with the date of disability.

0501.3 Long Term Disability Sick Leave Bank (continued)

h. Should the administrator-in-charge disagree with the medical assurance provided, the college has the right to ask that a physical examination be provided at the college's expense. The results of this physical shall be the basis for determining the teacher's ability and right to return.

i. Seniority will continue to accumulate during the disability and callback period.

0502 Legal counsel shall be provided for initial contact with the teacher in the event of a suit instituted against the institution as a result of his/her professional duties.

0503 Transportation Reimbursement

Teachers may choose to use either their own personal vehicle or an available college-owned vehicle when traveling on official college business. However, when more than one teacher is traveling to the same destination, they will, whenever possible, ride together rather than use separate vehicles.

0503.1 Authorized use of personal vehicles for college-related travel will be reimbursed by the college at the rate of 0.21 cents per mile or Board policy, whichever is greater.

0503.2 If a college or leased vehicle is not available, the teacher may use his/her personal car and be reimbursed at the rate of 0.21 cents per mile or Board policy, whichever is higher.

0503.3 Transportation by Common Carrier

A. Limitation on fares:

1. Railroads: The fare for transportation on any trip shall not exceed the regular first class fare.

2. Air Travel: All travelers shall purchase the least expensive accommodations available on any one flight. Travelers choosing first class when tourist class is available will be reimbursed only on the tourist class rate.

3. Round trip tickets shall be secured whenever practical and economical.

0503.4 Payment for Travel Time

Travel time based on speed of 45 mph at part-time rate for any hours traveled in excess of three (3) hours per week for off-campus class or classes scheduled as part of a regular load.

0503.5 Allowance for Courses Taught in Iron Mountain/Kingsford

If an instructor who is based at the college's main campus teaches in Iron Mountain/Kingsford, he/she will receive the equivalent of one hour's pay at the prevailing part-time rate for each scheduled class session. However, if the instructor lives within twenty miles of Iron Mountain/Kingsford, he/she will not be eligible for this allowance.

0504 Meals Allowance and Lodging

A teacher shall receive meal money under Section 0500 at meal allowances as follows or Board policy, whichever is higher:

In-State

Breakfast	$ 4.50
Lunch	$ 5.50
Dinner	$11.75

Out-of-State

Breakfast	$ 4.50
Lunch	$ 7.00
Dinner	$13.00

New York and Washington, D.C.

Breakfast	$ 5.25
Lunch	$ 7.75
Dinner	$16.00

Conference-served meals -- actual cost, or the indicated cost of any meal that is a scheduled part of the professional improvement function the teacher is attending. Lodging -- will be reimbursed at actual cost shown on receipt.

0505 Tuition Grants

0505.1 Each full-time teacher may take any class or classes offered by Bay de Noc Community College he/she desires, provided there is no conflict with his/her assignment. No tuition will be charged.

0505.2 Spouses and children and or legally adopted children of the teacher shall be granted free tuition for classes that are offered by Bay de Noc Community College as defined above. Children are eligible for free tuition until they reach their 23rd birthday. If the 23rd birthday is reached after the start of classes in any session, the free tuition policy will apply.

0505.3 Teachers who have been full-time employees of the college for a minimum of five (5) years and have met all of the requirements for retirement by the State of Michigan and are retiring from Bay de Noc Community College and have legally dependent children, shall qualify for dependent tuition grants as provided under paragraph 0505. However, this right must be exercised no later than five (5) years after the date of their retirement. Other relatives and dependents of the teacher are excluded from this provision.

0505.4 Tuition Grants

The use of any tuition grant clause to increase enrollments for the purpose of having a "Go" situation in a class shall be grounds for dismissal.

0505.5 Fees for workshops, seminars, and clinics are excluded from this provision.

CONTRACTS - PAYMENTS

0601 Date of Issue and Return

All individual contracts are subject to the terms of the Master Contract. Individual contracts will be issued to all non-tenured teachers within thirty (30) days following ratification of the Master Contract. The individual contract will have a statement indicating the position on the salary schedule.

Each teacher is responsible for having on file verification of all materials to substantiate salary placement. Any material placed on file sixty (60) days after contract ratification shall not be considered in salary determination. Extensions may be granted upon written application.

Provided there is no dispute of salary schedule placement, the teacher will sign and return the contract within three weeks.

0602 Salary Payment

The salary of each teacher shall be paid every other Friday.

Each teacher shall be paid 1/26 of his/her pay beginning with the first pay period of the fall semester and ending with the 26th pay of the contract year.

0603 First Payment

The first salary payment shall be made to all teachers no later than the second Friday of the academic year.

0604 Professional Dues

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of professional dues in the Association, which sum shall be determined by the Association for each school year. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct 1/26 of such dues from each regular salary check of the teacher each month for twelve (12) months, beginning in September and ending in August of each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-twelfth of the yearly dues for each entire month he/she did not work, 0604 Professional Dues (continued)

except where the failure to perform services during any month was the result of the teacher's taking any leave of absence or sick leave provided for in this contract.

This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

0605 Agency Shop

A. All full-time teachers in the bargaining unit shall, on or before the thirtieth (30) day following the beginning of the school year, beginning of their employment, or the execution of the bargaining agreement, whichever is later, as a condition of employment or of continued employment, either:

1. become members of the Association, or

2. pay a Representation Benefit Fee to the Association in an amount equal to the professional dues of the Association.

B. As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board, each individual school Board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

0606 TV Courses

The amount of time and the rate for teaching a TV course shall be agreed upon by the teacher and the designated administrator before the assignment is accepted. Courses taught through television media will not be utilized to reduce the number of course offerings taught through other means. TV courses to be offered as equivalents of regular on-campus offerings will be sent to the proper division for determination of scheduling and equivalency.

0607 Teleconference Courses

0607.1 The amount of time and the rate for teaching a teleconference course shall be agreed upon by the teacher and the designated administrator before the assignment is accepted. However, the rate shall not be less than 1.25 times the prevailing part-time rate.

0607.2 Total enrollment including both sites may not exceed forty-five (45) students.

0607.3 Teleconference courses may be used only under the following circumstances:

A. There is insufficient enrollment at either site to justify a "Go" situation as provided by paragraph 0102.1, or

B. A qualified part-time instructor, as determined by the administrator-in-charge, is not available to teach at the receiving location, or

C. That it is essential that both sites receive the same information at the same time.

0700 DURATION AGREEMENT

This Agreement shall be effective as of the 18th day of August, 1986, and shall continue in effect until midnight on the 17th day of August, 1989. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

0700.1 Further Agreement

It is agreed that bargaining for the Agreement which shall replace this Agreement shall commence no later than Janaury 15, 1989. However, this shall not preclude the rights provided for in paragraphs 0012 and 0013 of this Agreement.

BOARD OF TRUSTEES	TEACHER ASSOCIATION
Chairman of the Board	President
	Secretary
	Chairman, Negotiations Committee
	Member, Negotiations Committee
	Member, Negotiations Committee
Chief Negotiator	

APPENDIX I

1986-1989

TEACHER SALARY POINT SCHEDULE

A.	**TEACHING EXPERIENCE:**		13 max.
1.	At Bay - 1 point per year	13 max.	
2.	Outside Bay - 1 point per yr. for 1st 5 yrs.	5 max.	
3.	Beyond 5 years - 1/2 point per year	7 max.	
B.	**RELATED WORK EXPERIENCE OTHER THAN TEACHING:**		
1.	1 point per year for 1st 5 years	5 max.	
2.	Beyond 5 years - 1/2 point per year	7 max.	

C. **DEGREE WHEN RELATED TO AREA OF TEACHING RESPONSIBILITY:**

1.	Associate	2 pts.	3 pts.	5 pts. max.		
	LPN (1 year)	1 pt.				
	Bachelor's	4 pts.				
2.	Associate	2 pts.	4 pts.	6 pts. max.		
	RN (2 years)	2 pts.				
	Bachelor's	4 pts.				
3.	Associate	2 pts.	6 pts.	8 pts. max.		
	RN (3 years)	4 pts.				
	Bachelor's	4 pts.				
4.	Associate	2 pts.	5 pts. max.	10 pts. max.	13 pts. max.	15 pts. max.
	Bachelor's	5 pts.				
	Master's	5 pts.				
	Second Master's	3 pts.				
	Master's + 30	3 pts.				
	60 hr. Master's in: Fine Arts	3 pts.				
	Bus. Admin.	3 pts.				
	Soc. Work	3 pts.				
	Specialist	3 pts.				
	Doctorate	5 pts.				

NON-DEGREE RELATED TEACHING RESPONSIBILITY:

In areas where degrees are not normally or generally awarded, up to five vocational points may be awarded to those having less than a bachelor's degree. In no case shall C and D in combination exceed ten (10) points.

1. Vocational points will be awarded upon verification of prior teaching experience or completion of Trade Vocational School training in one's teaching discipline.

    a. One point for each year of teaching.

    b. One point for each year's vocational training in teaching discipline.

2. If a teacher is awarded less than five vocational points upon employment, one point will be awarded for each year of teaching experience at Bay de Noc Community College, plus one longevity point for each year until a maximum of five (5) vocational points is reached. Thereafter, the teacher will continue with longevity until he reaches maximum allowed for longevity.

BASIC SALARY SCHEDULE

POINTS ACCUMULATED	1986-1987 SCHEDULE	1987-1988 SCHEDULE	1988-1989 SCHEDULE
0-7	$19,094	$20,240	$21,556
8	19,819	21,008	22,374
9	30,544	21,777	23,193
10	21,272	22,548	24,014
11	21,994	23,314	24,829
12	22,719	24,082	25,647
13	23,447	24,854	26,470
14	24,172	25,622	27,287
15	24,896	26,390	28,105
16	25,622	27,159	28,924
17	26,349	27,930	29,745
18	27,096	28,722	30,589
19	27,799	29,467	31,382
20	28,524	30,235	32,200
21	29,249	31,004	33,019
22	29,975	31,774	33,839
23	30,701	32,543	34,658
24	31,425	33,311	35,476
25	32,152	34,081	36,296
26	32,878	34,851	37,116
27	33,602	35,618	37,933
28	34,329	36,389	38,754

1986-87 5% increase; 1987-88 6% increase; 1988-89 6.5% increase.

However, if in 1987-88, State Aid exceeds the projected 6% for the College Fiscal Year, 50% of any additional increases will be applied to full-time faculty salaries for that year only. If in 1988-89, State Aid exceeds the projected 6.5% for the College Fiscal Year, 50% of any additional increases will be applied to full-time faculty salaries.

CONDITIONS

1. In recognizing credit for work or teaching experience, only full-time, full-year experience shall be calculated.

    a. Full-year non-teaching experience shall be twelve (12) months.

    b. Full-year teaching experience shall consist of teaching a regular two-semester school year.

2. Teachers earning credit beyond the Master's degree after the ratification date of the contract must have prior approval from the administrator-in-charge to have such credit count on the schedule.

3. A teacher must supply verification data to the administrator-in-charge within sixty (60) days following the ratification date of this contract, or within sixty (60) days following Board approval of his or her employment, whichever is later.

SUMMER SCHOOL PAY SCHEDULE

Credits:	1	2	3	4
1. Lecture classes	$350	$700	$1,050	$1,400
2. Lab classes	437	875	1,310	1,750

Clinical nursing instructors will be paid $18.00 per contact hour or the prevailing part-time rate, whichever is more, for each contact hour agreed upon.

Nursing teaching assignments with teacher participation will be made by the administrator-in-charge by April 1. Nursing teachers will indicate in writing their willingness to teach this assignment within five days of notification. Failure to reply shall be deemed a rejection by the teacher.

In a multiple lecture-laboratory science course, the regular summer pay rate for lab courses will apply if there is one lab section. The pay for each additional lab section will be prorated by the percent of that lab section's contact hours as compared to the number of contact hours in lecture-lab rates.

"Go-No-Go" and class size provisions will be the same as is provided through paragraphs 0102.1 and 0102 of this Agreement.

Counselors will be paid $535.00 per week based on a 35 hour work week. Upon approval of the administrator-in-charge, a counselor may elect to bank up to and including five (5) days per semester. Days banked will be made up during the spring or summer as mutually agreed between the counselor and the administrator-in-charge.

Amount of extra pay shall be:

1. Any responsibilities other than special application projects designated by the administration as being worthy of extra pay shall be negotiated by the Teachers' Negotiations Committee at the time it is being proposed
2. Division chairpersons shall be paid as follows:

Arts and Letters	$1,100.00
Business	$1,400.00
Nursing	$1,000.00
Science	$1,200.00
Social Science	$1,000.00
Technical	$1,400.00

The above payments will be prorated over twenty-six (26) pay periods.

BAY de NOC COMMUNITY COLLEGE
FACULTY WORKDAYS

1986

WEEK	DAYS
Aug. 18 - Aug. 22 (Classes begin Aug. 20)	5
Aug. 25 - Aug. 29	5
Sept. 1 - Labor Day	
Sept. 2 - Sept. 5	4
Sept. 8 - Sept. 12	5
Sept. 15 - Sept. 19	5
Sept. 22 - Sept. 26	5
Sept. 29 - Oct. 3	5
Oct. 6 - Oct. 10	5
Oct. 13 - Oct. 17	5
Oct. 20 - Oct. 24	5
Oct. 27 - Oct. 31	5
Nov. 3 - Nov. 7	5
Nov. 10 - Nov. 14	5
Nov. 17 - Nov. 21	5
Nov. 24 - Nov. 25	2
Nov. 26 - Nov. 28 Thanksgiving Holiday	
Dec. 1 - Dec. 5	5
Dec. 8 - Dec. 12	5
Dec. 15 (last day of class	1
Dec. 16 - Dec. 19 (Exam Week)	4
	86

1987

WEEK	DAYS
Jan. 9 (Late Registration)	1/2
Jan. 12 - Jan. 16	5
Jan. 19 - Jan. 23	5
Jan. 26 - Jan. 30	5
Feb. 2 - Feb. 6	5
Feb. 9 - Feb. 13	5
Feb. 16 - Feb. 20	5
Feb. 23 - Feb. 27	5
Mar. 2 - Mar. 6	5
Mar. 9 - Mar. 13	5
Mar. 16 - Mar. 20	5
Mar. 23 - Mar. 27	5
Mar. 30 - Apr. 3 (Spring Break)	
Apr. 6 - Apr. 10	5
Apr. 13 - Apr. 17 (Good Friday Apr. 17, until 12:00 noon)	4½
Apr. 20 - Apr. 24	5
Apr. 27 - May 1	5
May 4 - May 8	5
May 11 - May 14 (Exam Week)	4
	84

TOTAL: 170

GRIEVANCE NO. ____________
BAY DE NOC COMMUNITY COLLEGE
GRIEVANCE REPORT
(Compelete in Triplicate)

Distribution of Copies:
Administration ____________
Association ____________
Instructor ____________

****

Name of Grievant	Duty Assignment	Date Filed

Nature of Grievance (append pertinent papers and use additional sheets of paper if necessary) ____________

Clause of Contract Alleged to be Violated ____________

Settlement Desired ____________

Signature of Grievant ____________ Date ____________

****

Disposition of Grievance by appropriate administrator ____________

____________ Date

____________ Signature of Administrator

****

Should the Grievant elect to appeal the decision above to a higher level, his request to appeal and the subsequent action will be recorded as endorsement to this form.

Disposition of Grievance by President or Designee ______________________________

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__________________________   ____
Date   Signature of President

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Disposition of Grievance by Board ____

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__________________________   ____
Date   Signature of Board Secretary

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Disposition of Grievance by Arbitrator ____

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__________________________   ____
Date   Signature of Arbitrator

IT SHALL BE THE POLICY OF THE BAY DE NOC COMMUNITY COLLEGE BOARD OF TRUSTEES TO ASSURE THE PROVISIONS OF EQUAL OPPORTUNITY AND EQUAL ACCESS IN EDUCATIONAL ACTS. THESE PROVISIONS APPLY IN ALL AREAS OF EMPLOYMENT, STUDENT SERVICES, AND INSTRUCTIONAL PROGRAMS. DISCRIMINATION BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, HANDICAP, VETERAN OR MARITAL STATUS IS PROHIBITED.

QUESTIONS CONCERNING TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX, SHOULD BE DIRECTED TO:

CAROLYN ROGERS
Assistant to the President for Resource Development
Bay de Noc Community College
2001 N. Lincoln Road
Escanaba, MI 49829-2511
(906) 786-5802, Ext. 137

INQUIRIES RELATED TO SECTION 504 OF THE REHABILITATION ACT OF 1973, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP, SHOULD BE DIRECTED TO:

CHRISTIAN HOLMES
Associate Dean for Learning Services
Bay de Noc Community College
2001 N. Lincoln Road
Escanaba, MI 49829-2511
(906) 786-5802, Ext. 122

ADOPTED BY THE BOARD OF TRUSTEES AUGUST 11, 1976; REVIEWED AND REVISED SEPTEMBER 8, 1982.

MASTER AGREEMENT

BETWEEN

GOGEBIC COMMUNITY COLLEGE

AND

MICHIGAN ASSOCIATION OF HIGHER EDUCATION

GOGEBIC COMMUNITY COLLEGE DISTRICT

1986 - 1987
1987 - 1988
1988 - 1989

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MASTER AGREEMENT

Between the Gogebic Community College Board of Trustees and the Michigan Association of Higher Education, Gogebic Community College District.

ARTICLE I RECOGNITION

A. The Board of Trustees of the Gogebic Community College (hereinafter referred to as the Board) hereby recognizes the Michigan Association of Higher Education, Gogebic Community College District (hereinafter referred to as the Association) as the exclusive bargaining representative, as defined in Section II of Act 336, Public Acts of 1947, for:

> "All full-time and regular part-time daytime campus and prison instructional employees of Gogebic Community College, including Nursing, Cosmetology, Vocational-Technical faculty, Librarians, Division Chairpersons, Athletic Director, Health Service Officer, Counseling/Placement Officer, Housing and Student Activities Officer, but excluding all summer, evening and off-campus instructional personnel, Deans, all supervisory employees, and all other employees."

B. The Board agrees not to negotiate a contract with any individual instructor covered by this Agreement nor any instructors' organization other than the Association for the duration of this Agreement. This is not construed as prohibiting contracts necessary where programs of special community and area services are initiated under sponsorship of the college.

C. Within thirty (30) days of the beginning of their employment hereunder, instructors may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association upon such conditions as the Association shall establish. Such sums will be deducted as dues from the regular salaries of all member instructors and remitted in ten (10) equal payments commencing with the first full payroll in October. Membership in the organization is voluntary.

D. Any instructor who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay a Service Fee of 1/20 per contact hour to the Association an amount which is equivalent to the dues uniformly required to be paid by members of the Association provided, however, that the instructor shall authorize payroll deductions for such fee in the same manner as provided in Section C of this Article. In the event that an instructor shall not pay such fee directly to the Association or authorize payment through payroll deduction, the Board shall notify at once such instructor or instructors that their services shall be terminated within twenty (20) school days. The parties expressly recognize that the failure of any instructor to comply with the provisions of this Article is just and reasonable cause for discharge from employment. The Board will notify new employees of this article upon hiring.

E. Nothing contained herein shall be construed to deny or restrict to any instructor or the Board of Trustees any rights either may have under the applicable Michigan Laws or applicable Civil Service Laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.

F. In the event that any provision of this Agreement is or shall at any time be held contrary to law, all other provisions of this Agreement shall continue in full force and effect.

G. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated in the Institutional Handbook.

ARTICLE II BARGAINING AGREEMENT

The Board Negotiating Committee and the Association Negotiating Committee as bargaining representatives of their respective groups, hereby agree to the following guidelines in negotiating procedures:

1. It is understood that all bargaining shall be in good faith, and that the respective negotiating committees shall work diligently to formulate a Master Agreement as resourcefully and expeditiously as possible.

2. Although it is recognized that both committees are required to gain final approval by the majority of their respective groups, it is to be understood that in no way should foreknowledge of such requirement impede the progress made by both committees.

3. It is further understood that each committee shall endeavor to encourage their respective groups to accept such recommendations as are made by the committees as soon as mutual agreement between the committees is reached.

4. Upon ratification of the Master Agreement by the respective memberships, appropriate individual contracts, in accordance with the Master Agreement and Board Policy, will be presented for proper signatures.

5. This Agreement will not be effective until ratified by a majority of the membership of the Association and approved by the Board of Trustees.

6. The provisions of this contract will be in force from August 15, 1986 to August 15, 1989.

ARTICLE III RIGHTS OF THE BOARD OF TRUSTEES

A. The Board of Trustees of the Gogebic Community College, by its own volition and in accordance with the mandate of the electors of the District, hereby retains and reserves unto itself all power, authorities and duties conferred upon it by the statutes and the Constitution of the State of Michigan and the statutes and the Constitution of the United States of America.

B. Among the rights and responsibilities are included as deemed necessary and advisable by the Board:

1. To manage and administer control of its properties, facilities and employees.

2. To hire, pay, retain, promote, demote, discipline and dismiss its employees.

3. To recommend individual courses and programs of instruction, including special programs, maintain the college buildings, equipment, and instructional equipment, to provide materials, equipment and non-teaching services to conduct the college, to provide for the development and utilization of the facilities, to provide for the athletic, recreational, cultural, and social events for the people served.

4. To establish through the administrative personnel, class schedules, the duties, responsibilities, and assignments of faculty and other employees, and criteria and qualifications for other contractual services and special programs.

ARTICLE IV INSTRUCTOR RIGHTS

A. Pursuant to Act 336 of the Public Acts of 1947, the Board hereby agrees that every instructor employed by the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual activities and protection. As a duly elected body exercising governmental power under intent of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any instructor in the enjoyment of any rights conferred by Act 336 as amended or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any instructor with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment and citizenship.

B. The Association and its members shall have the right to use college building facilities in accordance with college policy at reasonable hours for meetings. No instructor shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members for reasonable Association business.

C. The Board agrees to make available to the Association in response to reasonable requests from time to time available public information under Board policy concerning the financial resources of the district, budgetary requirements and allocation and such other non-privileged information relevant to collective bargaining, including overload pay of employees within the bargaining unit and imprest fund reports, as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the instructors and their students and on behalf of Gogebic Community College. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or making records available.

D. An instructor shall be entitled to have present a representative of the Association when he is being penalized, for any infraction of discipline or delinquency in professional performance. This, however, does not preclude the discussion of problem areas that do not require disciplinary action. When a request for such representation is made, no further action shall be taken with respect to the instructor until such representative of the Association is present provided such time shall not exceed three (3) hours or at a mutually agreeable time after occurrence of the incident.

E. All instructor evaluations will be conducted according to policy jointly formulated or amended by the Administration and the Association, subject to approval by the Board of Trustees. The primary purpose of evaluation is for the improvement of instruction, and direction and assistance of the instructor in a constructive manner.

The following procedure will be used for evaluation:

a. The minimum number of classroom visitations shall be four (4) evaluations for the first year. The first visitation will be prearranged and announced with all subsequent visitation occurring on an unscheduled basis.

b. During the second and third year of employment, there shall be a minimum of two (2) classroom visitations each year for evaluation purposes.

c. After the third year of employment, there shall be a minimum of one (1) classroom visit each year for evaluation purposes.

d. At least half of these evaluations will be made before April 1st. Additional visitations may be requested by the faculty member.

e. Recognizing that evaluation is a continual and ongoing process, further visitations for evaluative purposes will be made as the need arises.

f. Classroom evaluations shall be made on the basis of personal attendance by evaluators. Secondary means such as closed circuit TV, intercom, etc., will be permitted as a means of evaluation with mutual permission and agreement between the evaluator and the instructor.

g. Following each observation, a written statement by the observer shall be prepared and a conference with the instructor shall be held within one week to discuss the written appraisal. The instructor and the evaluators then receive signed copies of the appraisal. Instructors may attach a written reaction to the visitation evaluation. All the aforementioned parties shall sign.

h. Instructors, upon request, will be given access to review their personnel file, with the exception of confidential pre-employment information. The instructor shall receive a copy of all evaluation materials placed in the file at the time they are placed therein.

i. Personnel files are confidential and are available only to the President and appropriate Dean (not secretaries). The instructor shall be allowed to review his personnel file by prior appointment with his representative present. The instructor shall be required to furnish the administrator with written authorization allowing the representative to review his or her file.

ARTICLE V EMPLOYMENT POLICIES AND PRACTICES

A. The Board of Trustees and administration will give reasonable support and assistance to instructors in carrying out their contractual duties.

B. Complaints made against any instructor shall be promptly called to the attention of the instructor. Instructors are encouraged to personally investigate the complaint and attempt to resolve the problem. The administration shall not use any complaint not brought to the attention of the instructor in any evaluation or disciplinary action.

PROBATIONARY INSTRUCTORS

C. 1. All new instructors will be on an annual probationary contract. During this probationary period, an instructor will be provided with guidance, assistance and recommendations for improvement. After three (3) years of successful teaching, an instructor will be recommended for a continuing contract by the respective Dean to the President, subject to approval by the Board of Trustees.

2. The probationary teacher will be notified in writing by April 1st of each year whether he will be rehired or terminated.

3. Part-time employment not in the bargaining unit shall not be considered as part of the probationary period.

4. A probationary instructor denied renewal of his probationary contract for the following year or denied a continuing contract at the end of the third year will be given from the appropriate Dean a statement of the reasons for the denial. The instructor may then file a grievance of the decision to the President in writing within five (5) days, in accordance with the grievance procedure through Steps III. Non-renewal or denial of a continuing contract to a probationary instructor shall not be subject to arbitration. The Arbitrator shall have no authority to render any decision regarding the termination of employment of a probationary instructor.

5. The President may temporarily suspend with pay any instructor pending a final decision by the Board.

CONTINUING CONTRACT INSTRUCTORS

D. 1. An instructor on continuing contract who has not reached retirement age shall not be refused employment or dismissed or denied any economic advantage or discharged except for just cause.

2. The President may temporarily suspend with pay any instructor pending a final decision by the Board.

EMPLOYMENT REDUCTION OR TERMINATION PROCEDURE FOR OTHER THAN CAUSE

E. 1. Whenever it is necessary to decrease the size of the staff because of insufficient funds or substantial decrease in student population, or discontinuance or retrenchment of areas of curriculum, the Board of Trustees, upon recommendation of the president, may cause the necessary staff to be reduced in status or placed on leave of absence without pay. The instructor will receive a minimum of sixty (60) days notice of change in status. When and if circumstances shall be appropriate, each instructor placed on leave of absence will be reinstated if the offer is accepted within fourteen (14) calendar days after the official offer is made. An employee placed on leave of absence is subject to recall for a period not to exceed three (3) years. Such reemployment shall not result in loss of status or credit for previous years of service.

2. The following shall be considered in the laying off or placing an instructor on part-time status: length of service in the district, and academic qualifications. If academic qualifications for classes top be taught are equal, the employee with the longest continuous service in the district will be retained.

3. Instructors contemplating change or termination of employment shall tender notification to the President in writing by April 1st; except under mutual agreement this deadline may be extended to June 30th.

DUTIES AND RESPONSIBILITIES

F. 1. Instructional personnel shall cooperate with Division Chairpersons, Deans and administrators in providing instruction commensurate with the objectives of the college. Each faculty member shall be free to use methods and devices to present instructional material in the most effective manner, consistent with recognized professional practices, and will cooperate in planning of programs and courses which are essential in the college-wide offerings.

2. Faculty members are expected to participate in academic advisement, curriculum planning, and other items generally considered as a part of the professional duties of faculty personnel (e.g., registration, convocations and commencement, etc.)

3. Faculty members are expected to attend all regularly scheduled faculty meetings, unless specifically excused by the administrator in charge.

ARTICLE VI VACANCY QUALIFICATIONS

A. In filling vacancies in professional positions, both teaching positions and administrative positions, the administration shall give consideration to the qualifications of all applicants. Lists of existing vacancies shall be posted and circulated before the vacancies are filled. In filling positions, both the academic qualifications and proven competence of the candidates shall be considered.

B. Where applicants are equally qualified, currently employed personnel will be given primary consideration for these vacancies. Final authority to select and approve all personnel rests with the Board of Trustees upon the recommendation of the President of the College.

ARTICLE VII LEAVES

A. Instructors absent from duty on account of death or critical illness in the immediate family shall be entitled to a maximum of three (3) days leave, without loss of pay, per year and the absence beyond this time must be approved by the appropriate Dean. "Immediate family" shall include: father, mother, son, daughter, wife, husband, brother or sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, regardless of residence.

B. Instructors absent from duty on account of the death of other relatives shall be entitled on one (1) day leave of absence at any one time at full pay and the absence shall not be deducted from the accumulated sick leave. "Other relatives" shall include: grandfather, grandmother, grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or just cousin. If the "other relative" lives in the home of the instructor, such death shall be treated the same as that of the "immediate family" and Paragraph A will be applied.

C. In case more time is necessary under "A" and "B" because of distance involved or other unusual circumstances, additional time may be secured with the approval of the appropriate Dean.

JURY DUTY

A faculty member who is summoned shall be excused from work for jury service or if he is subpoenaed as a witness by anyone empowered by law by compel attendance by subpoena. Such faculty member shall be paid the difference between his regular pay and the fee he receives for acting as a juror or witness. Such leave shall not be deducted from any other leave covered in this agreement. The Board reserves the right to request the court to excuse the faculty member from jury duty when his absence works a hardship on the college.

SICK LEAVE

A. Full-time faculty members shall be credited with eleven* (11) sick leave days per contract year for absence due to personal illness or injury which will be accumulated from year to year to a total of 160 days. No payment will be made for unused sick leave. Sick leave shall be prorated for instructors engaged after the beginning of the year and part-time instructors.

B. Illness which extends beyond the leave accumulated by the instructor shall be reviewed by the appropriate Dean and President and the Board of Trustees. At its discretion, the Board of Trustees, acting on the recommendation of the Dean and President, may grant a leave of absence or make any other mutually agreed upon arrangement between the Dean and President, Board of Trustees, and the instructor.

C. The Board shall furnish each instructor with a balance statement of accrued sick leave at the beginning of each contract year.

* Camp Ojibway instructors shall be credited with thirteen (13) sick leave days per contract year.

D. A Sick Leave Bank shall be established by deducting one (1) sick leave day from each full-time faculty member's accumulation of sick leave. The Association may authorize from time to time an additional day of sick leave to be deducted from each full-time faculty member's accumulation of sick leave. The sick leave bank shall be administered by one designee of the Association and one designee of the Board, subject to the following rules:

1. The assets of the sick leave bank shall be used for illness or disability of a daytime faculty member only.
2. Illness or disability may be subject to medical verification by either the Association designee or the Board designee.
3. No faculty member shall be entitled to the assets of the sick leave bank until three (3) work days after use of the faculty member's last individual accumulated sick leave day.
4. Sick leave bank days shall not be utilized beyond the academic year in which his/her accumulated sick leave is exhausted.
5. Additional policies and procedures not in conflict with this article shall be ratified by both the Board and the Association.
6. Daytime part-time teachers shall also be required to donate one (1) full sick leave day to the Bank. The daytime part-time teacher may then withdraw days from the Bank on a pro-rated basis according to his/her work schedule.
7. Days that are placed into the Bank shall not be removed from the bank for any other reason than stated in this section.

MATERNITY LEAVE

A. It shall be the responsibility of the female instructor desiring a maternity leave to inform the President of the College upon establishment of the fact of pregnancy. Such teacher will be granted a leave, without pay.

B. Within thirty (30) days thereafter, the instructor shall submit a written request for maternity leave to the Board of Trustees. The request shall specify the beginning date of the leave; be accompanied by her physician's statement that there is no medical reason why the instructor cannot continue to perform services until the beginning date of the leave.

C. Resumption of employment will commence upon the first day of the semester following her maternity leave upon filing of a physician's statement that she is physically fit for full-time employment.

D. The length of the leave shall not exceed one (1) year. The Board of Trustees may grant one year extension upon written request prior to expiration of the leave.

E. When reemployed, she shall be placed at the same level of experience on a salary schedule as she was during the last contract period.

F. A female instructor may utilize accumulated sick leave for pay purposes during a period of disability due to pregnancy when the employer receives medical evidence certifying the disability. The employer reserves the right to establish the actual period if disability with medical evidence.

LEAVES TO ATTEND PROFESSIONAL MEETINGS

A. The Board of Trustees shall establish and maintain a travel and conference fund using as a budget guideline an amount of at least seventy-five dollars ($75) per full-time faculty member; said funds to be allocated among the divisions according to the number of full-time faculty members in each division.

B. The Board of Trustees, upon the recommendation of the President of the College, will approve the attendance of an instructor at special conferences and meetings. The instructor will be reimbursed for his expenses (including tuition) according to policy established by the Board of Trustees. The instructor, upon returning from a conference or meeting, will file with the President of the College a written report on the activities of the conference or meeting with any recommendations. An accounting of all expenses incurred should also be presented on an expense form provided by the office. At the next meeting of the Board of Trustees, the President of the College will make the necessary report and recommend proper disposition.

C. The instructor who is to be absent shall be responsible for making advance arrangements for his classes. The appropriate Dean must give approval to the arrangement made.

PERSONAL LEAVE

1. Two (2) days of paid personal leave per academic year shall be granted annually to all full-time faculty members provided it shall not be on the day before or after a school holiday, vacation period, or other school recess. Faculty members contracted for less than full-time but three-fifths time or more will be granted one (1) day of paid personal leave. Substitute or part-time employees will not be eligible for any paid personal leave days.

2. It is agreed that paid personal days used by faculty members shall be deducted from the faculty member's sick leave accumulation.

3. Application for paid personal leave shall, except in emergencies, be made to the appropriate Dean at least three (3) days prior to the date of such leave on a form provided by the Board which is attached hereto as Appendix A.

4. A verbal request will be considered if the emergency is of a nature to make advance request impossible, but must be reduced in writing upon return to work.

5. No more than 15% of the faculty entitled to use personal leave days may use their personal leave day on any one day. The granting of personal leave days shall be based on a first requested, first served basis.

PROFESSIONAL LEAVE OF ABSENCE

A. Leave of absence may be granted for purposes of professional advancement subject to approval by the Board of Trustees upon the recommendation of the President of the College, when in their judgment, the professional competence of the instructor and the general welfare of the college shall be benefited. Such leave shall not be less than one (1) semester; nor more than two (2) consecutive semesters at any one time, and shall be without pay.

B. To be eligible for application for professional leave, the instructor must have satisfactorily fulfilled the three-year conditional basis for employment. Application for professional leave must be filed with the President of the College. The due date of such application shall be March 1st for leaves beginning with the first semester, and October 15th for leaves beginning with the second semester. The administrator shall inform the applicant in writing that the request is granted or rejected within sixty (60) days after the due date for filing the application. Within fifteen (15) days following the approval of an application for professional leave, the applicant must indicate his acceptance or rejection of the leave requested. A plan for the leave period shall be filed with the President of the College.

C. The instructor shall be reinstated following his leave of absence in a position determined by his or her qualifications and the needs of the college. The instructor may be placed on the salary schedule in the same classification as he would have been if not on leave of absence.

GENERAL PROVISIONS

The Board of Trustees, upon recommendation of the President of the College, may approve leave of absence (voluntary or involuntary) without pay not to exceed one (1) year. The Board of Trustees may grant one year extension upon written request prior to expiration of the leave. The instructor will return to his previous position at the same status.

ARTICLE VIII COMMUNICATION PROCEDURES

A. The parties recognize the valuable assistance to be gained from effective communication between faculty, the Board and the administration. Accordingly, it is agreed that the Board and administration and the Executive Committee of the Association will meet periodically to discuss in an attempt to resolve problems of mutual concern to the parties especially in the areas of wages, hours and working conditions. Such meetings and the agenda, therefore, will be called by agreement between the administration and the President of the Association whenever such a meeting is desired by either party. Each party mutually agrees that neither is obligated to bargain collectively with respect to any matter whether covered or not covered in this agreement for the duration thereof.

ARTICLE IX GRIEVANCE PROCEDURE

A. The grievance procedure shall be as follows:

Step I: In the event that an instructor believes there is basis for a grievance in relation to his rights under terms of the existing collective bargaining agreement, or in the event that a representative of the Association believes there is a basis for a grievance in relation to application of the terms of the existing collective bargaining agreement, the grievant shall first discuss the alleged grievance with the Dean or other administrator immediately responsible. The instructor may be accompanied by a representative of the Association if he desires. The grievance shall be filed within five (5) school days of the occurrence or awareness giving rise to the grievance. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her or their expressed approval in writing.

Step II: If the grievance is not resolved at Step I. the grievant shall state the grievance in writing on a form available from the Association, and the form shall be delivered to the Dean or other administrator concerned. Within five (5) working days (defined as Monday to Friday inclusive, excluding recognized legal holidays) the Dean or other administrator shall meet with the Association's grievance committee. Within five (5) working days after such meeting, the Dean or other administrator shall deliver a written disposition of the grievance to the committee.

Step III: If the grievance is not resolved at Step II, within five (5) working days the grievance committee shall so note in writing on copies of the grievance form and the administrative disposition and deliver the writings to the President. Within seven (7) working days the President or his delegate shall meet with the grievance committee. Within seven (7) working days after such meeting, the President shall deliver a written disposition of the grievance to the committee.

Step IV: If the grievance is not resolved at Step III, within seven (7) working days the Association shall request in writing of the President that the grievance be submitted to arbitration. If the parties cannot agree on the selection of an arbitrator within five (5) working days after such request, an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association.

B. If any of the time requirements of the above procedures are not met, the grievance shall be automatically moved to the next step. The time requirements shall be strictly observed, but may be waived or extended by written agreement of the parties.

C. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

D. Fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE X MISCELLANEOUS PROVISIONS

A. The Board will pay for any physical examinations for initial hiring using the physician designed by the college.

B. The instructors will be notified of their class schedules as soon as reasonably possible prior to the beginning of each semester.

C. In the event that a college car is not available for transportation purposes and the instructor must use his personal automobile, mileage will be paid at the college-approved rate, but never less than the IRS rate as established on Form 2106 for income tax purposes.

D. Copies of this agreement shall be printed at the expense of the Board and presented to all instructors now employed or hereafter employed by the Board.

E. The Board shall notify the Association prior to any Board action concerning amendment, deletion and/or modification of the Early Retirement Policy.

F. With Board approval, an instructor may enroll in a class or program offered by the college or other institution of higher education, provided it is determined to benefit the instructor's classroom performance. The Board shall reimburse the instructor the cost of books, tuition and lab fees, subject to the limitations of the budget established in Article VII, Paragraph A, Page 10.

GOGEBIC COMMUNITY COLLEGE

1986-87 SALARY SCHEDULE (MAHE)

STEP	(678) LESS THAN BA	(713) BA	(773) BA ± 30 OR MA	(773) MA ± 30 OR SPEC	(773) MA ± 60 OR DOCT
0	15,857	16,712	17,261	18,052	18,423
1	16,535	17,425	18,034	18,825	19,196
2	17,213	18,138	18,807	19,598	19,969
3	17,891	18,851	19,580	20,371	20,742
4	18,569	19,564	20,353	21,144	21,515
5	19,247	20,277	21,126	21,917	22,288
6	19,925	20,990	21,899	22,690	23,061
7	20,603	21,703	22,672	23,463	23,834
8	21,281	22,416	23,445	24,236	24,607
9	21,959	23,129	24,218	25,009	25,380
10	22,637	23,842	24,991	25,782	26,153
11	23,315	24,555	25,764	26,555	26,926
12	23,993	25,268	26,537	27,328	27,699
13		25,981	27,310	28,101	28,472
14		26,694	28,083	28,874	29,245
15			28,856	29,647	30,018
16			29,629	30,420	30,791
17			30,402	31,193	31,564

Gogebic

1987-88 SALARY SCHEDULE (MAHE)

	(719)	(756)	(819)	(819)	(819)
STEP	LESS THAN BA	BA	BA + 30 OR MA	MA + 30 OR SPEC	MA + 60 OR DOCT
0	16,808	17,715	18,297	19,135	19,528
1	17,527	18,471	19,116	19,954	20,347
2	18,246	19,227	19,935	20,773	21,166
3	18,965	19,983	20,754	21,592	21,985
4	19,684	20,739	21,573	22,411	22,804
5	20,403	21,495	22,392	23,230	23,623
6	21,122	22,251	23,211	24,049	24,442
7	21,841	23,007	24,030	24,868	25,261
8	22,560	23,763	24,849	25,687	26,080
9	23,279	24,519	25,668	26,506	26,899
10	23,998	25,275	26,487	27,325	27,718
11	24,717	26,031	27,306	28,144	28,537
12	25,436	26,787	28,125	28,963	29,356
13		27,543	28,944	29,782	30,175
14		28,299	29,763	30,601	30,994
15			30,582	31,420	31,813
16			31,401	32,239	32,632
17			32,220	33,058	33,451

Gogebic

1988-89 SALARY SCHEDULE (MAHE)

STEP	(762) LESS THAN BA	(801) BA	(868) BA ± 30 OR MA	(868) MA ± 30 OR SPEC	(868) MA ± 60 OR DOCT
0	17,816	18,778	19,395	20,283	20,700
1	18,578	19,579	20,263	21,151	21,568
2	19,340	20,380	21,131	22,019	22,436
3	20,102	21,181	21,999	22,887	23,304
4	20,864	21,982	22,867	23,755	24,172
5	21,626	22,783	23,735	24,623	25,040
6	22,388	23,584	24,603	25,491	25,908
7	23,150	24,385	25,471	26,359	26,776
8	23,912	25,186	26,339	27,227	27,644
9	24,674	25,987	27,207	28,095	28,512
10	25,436	26,788	28,075	28,963	29,380
11	26,198	27,589	28,943	29,831	30,248
12	26,960	28,390	29,811	30,699	31,116
13		29,191	30,679	31,567	31,984
14		29,992	31,547	32,435	32,852
15			32,415	33,303	33,720
16			33,283	34,171	34,588
17			34,151	35,039	35,456

GOGEBIC

A. Effective September 1 each year, persons with a BA + 15 will receive an additional $125.00

B. Effective September 1 each year, persons with an MA + 15 will receive an additional $125.00

C. Any instructor with twenty (20) or more years service with the college will receive an additional $500.00

ARTICLE XI-B SALARY PROVISIONS AND PROCEDURE

A. 1. The following classifications and descriptions will be used for initial placement within the salary schedule. Initial placement will be based upon the individual's degree, approved credit hours and experience. No more than six (6) years of out-of-system experience shall be permitted when placing an individual within the salary schedule.

2. Experience shall be defined as follows: Verifiable out-of-system work and/or teaching experience that is relevant to the appropriate position.

3. "Work experience" shall refer to full-time employment in the area of specialization excluding teaching experience. Such work experience shall be used as determining initial placement and shall not enter into subsequent movement on the salary schedule. Further, all experience shall be verified and documented.

4. "Approved graduate hours" shall include courses:

   a. Graduate courses directly related to the teaching assignment.

   b. Graduate courses required by the degree-granting institution for completion of the advanced degree.

   c. Courses recommended to assist the employee in improving instructional skills.

   d. Graduate courses specifically designed for community college personnel.

   e. Informal educational experience may be given credit equivalency by the appropriate Dean. Any such decision shall be neither precedential nor grievable. The agreement shall be reduced to writing and a copy of the agreement shall be placed in the personnel file of the instructor.

5. A written request for approval shall be submitted to the appropriate Dean prior to enrollment in a course. The Dean shall respond in writing to the request.

6. All course work must be taken through a regionally accredited institution.

7. "Two (2) years of recent and relevant work experience in the field of specialization (i.e., capable of meeting the standards of quality set forth by the Michigan Department of Education for vocational purposes). Qualifying work experience does not count for two year step movement on the salary scale."

B. Faculty members, their spouse, and dependent children, as defined by IRS, upon successful completion of college courses offered by the college, will be reimbursed their tuition costs. Procedures for applying for this tuition refund will be established by the college.

ARTICLE XI-C HEALTH INSURANCE

1. All employees covered under Article I, Section A, will be eligible for Hospital Medical Insurance Coverage. (Coverage for part-time personnel will be pro-rated).

Single Subscriber	$ 95.80
Self and Children	210.70
Self and Spouse	210.70
Full Family	237.90

Effective July 1, 1986, the aforementioned rates shall increase to reflect the MESSA Health Insurance rates in effect during the life of this contract.

Employees wishing to remain with the Board-approved carrier for existing hospital medical insurance coverage shall be entitled to utilize the difference in premium rate for SET options.

Employees not utilizing any Board-paid hospitalization for optional insurance coverage shall be entitled to the single subscriber rate for MESSA option.

Commencing with the 1981-82 school year, the Board will provide premiums for $10,000 AD&D life insurance policy for each employee.

2. The Board agrees to provide up to a $35.00 monthly subsidy for each full-time instructor for a Delta dental program.

3. The Board agrees to provide the monthly subsidy necessary to provide each full-time instructor with the VSP III Vision Care Program.

4. All instructional employees completing their annual contractual responsibilities shall have insurance premiums paid by the Board for the months of July and August.

Any full-time employee who is on sick leave and who has exhausted accumulated sick leave and who has completed three (3) years of full-time employment with the college shall have his or her insurance premiums paid for six (6) months or until the expiration of the accumulated sick leave, whichever is later.

ARTICLE XI-D FACULTY LOAD POLICY

1. A minimum full-time faculty load shall be 30 credit hours or 36 contact hours per academic year, but shall not exceed 25 contact hours per semester. A full load may consist of on-campus day or evening classes or off-campus classes. Off-campus classes shall not be assigned unless a full load cannot be derived from on-campus classes.

2. A full-time instructor as defined in Article XI-D, #1, (excluding non-teaching assignments) with a faculty load beyond 3 preparations per semester shall be compensated for at the rate of $300 for each preparation beyond 3 preparations per semester.

3. A full-time instructor who has an academic year load beyond 32 credits or 40 contact hours shall be paid at the rate of 3.25% of his contractual salary for each credit hour beyond 32 credits, or 2.75% for each contact hour beyond 40 contacts, provided the load generates 360 student credit/contact hours per academic year. For each student credit/contact hour beyond 900 per academic year, the instructor will receive 1/900th of his contractual salary. For the 1987-88 academic school year, the Board agrees to pay $200.00 for the 32nd credit hour and $150.00 each for the 39th and 40th contact hour. For the 1988-89 academic school year, the Board agrees to pay $400.00 for the 32nd credit hour and $300.00 each for the 39th and 40th contact hour. For the 1989-90 academic school year, the Board agrees to pay 3.25% for the 32nd credit hour and 2.75% each for the 39th and 40th contact hour.

4. Determination of overload will be made by the second full pay period in the second semester, with payment for overload to be spread over the remaining pay periods or paid in a single payment when the overload has been completed. The method of pay is to be determined by the instructor.

5. Students may pursue study on an independent basis for all courses offered by the college. Permission to enroll in independent study will be granted under the following conditions:

    a. For a course appropriate to the student's program of study, if the lack of enrollment in that course precludes its being offered as a scheduled class.

    b. For documented, extenuating, personal circumstances which preclude an individual's enrollment in a schedule class appropriate to his/her program of study. Such cases must be approved by the appropriate Dean.

    c. Remuneration will be at the rate of $30 per generated credit hour to a maximum of twenty-five (25) generated credit hours.

d. No instruction conducted in this manner shall be considered in the computation of faculty load.

e. Tutorial or directed studies shall be voluntary.

f. No administrator will direct an independent study if there is a qualified instructional employee available and volunteers to direct the study.

6. All additional assignments beyond those required for a full-time faculty load shall be voluntary.

7. Instructors shall be reimbursed $250.00 for each co-op student assigned to them for placement and supervision.

ARTICLE XI-E NON-INSTRUCTIONAL EMPLOYEES

The following wages, hours and working conditions shall be implemented for non-instructional employees covered under this contract:

1. The Salary Schedule is based upon the regular college calendar. The regular work load for:

   Housing, Student Activities Officer, Counselor, Librarian

   shall be forty (40) hours per week exclusive of lunch hour during the regular calendar year as assigned by their supervisor.

   For assignments in excess of the regular college calendar, employees shall be paid at their hourly rate (their base annual salary divided by 1424) for all scheduled hours worked under the extended contract. The schedule of hours to be worked shall be established prior to the end of the regular calendar year by the immediate supervisor on a weekly basis. The total contract work period (regular college calendar year and extended contract period) shall not be in excess of ten (10) months, except by mutual agreement.

   a. For placement on the salary schedule, the non-instructional personnel will be given credit for their experience at Gogebic Community College and assigned rank as follows:

      Housing and Student Activities Officer
      Counselor
      Librarian
      Health Services Officer

2. Sick leave shall be credited and shall accumulate for working days beyond the regular college calendar on a prorated basis.

3. The regular work load for the Health Services Officer shall be three (3) hours per day, exclusive of lunch hour and shall be compensated for at the rate of 3/8 = .375 of the step on the salary schedule.

4. Employment of non-instructional employees will be for the regular school year only. Work assignments in excess of the regular calendar year will be with the recommendation of the immediate supervisor and approval of the Board of Trustees.

5. The below listed positions are included in the calculations as part of a regular teaching load:

Intramural Director	2 Contact Hours per Semester
Athletic Director	1 Contact Hour per Semester
Basketball Coach	3 Contact Hours per Semester

These assigned contact hours are not to be included in calculating overload or extra-preparation compensation.

ARTICLE XI-F DIVISION CHAIRPERSON

1. Selection and Appointment

   a. Division Chairpersons shall be appointed by the President of the College on an annual basis.

   b. The basic compensation shall be $850 plus $50 per instructor assigned to his/her division for 1986-87.

   c. The basic compensation shall be $900 plus $50 per instructor assigned to his/her division for 1987-88.

   d. The basic compensation shall be $950 plus $50 per instructor assigned to his/her division for 1988-89.

2. Duties and Responsibilities

   a. The duties and responsibilities of the Division Chairperson are outlined in Section 204.8 of the Board Policy Manual. These duties may be revised and amended by the President's Advisory Council during the academic year.

ARTICLE XI-G CAMP OJIBWAY INSTRUCTORS

A. All provisions of the Master Agreement shall apply to Camp Ojibway instructors, except for the following provisions which apply only to the Camp Ojibway instructors. Because of the different nature of the work performed by instructors on campus and instructors at Camp Ojibway, absolute comparisons between the two work locations are difficult to assess and more difficult to implement; however, to arrive at equitable work load for the two classes of instructors, the following assumptions were made:

1. Campus instructors with their assigned teaching load and other professional responsibilities are recognized as working a minimum of 168 days, 7 hours per day, for a total of 1,176 hours per year for their assignment to the salary schedule contained in this Agreement.

2. Using this 1,176 hours of work as a comparison, each full-time Camp Ojibway instructor (full-time defined as assigned 1,176 hours of work) shall be assigned the appropriate rank and step on the salary schedule contained in this Agreement.

3. Each full-time instructor assigned hours of work beyond 1,176 hours shall receive his or her hourly rate as extra pay (example: annual salary of rank and Step - II9 = $18,265 divided by 1,176 hours equals an hourly rate of $15.53 for assigned hours in excess of 1,176 hours.) The minimum hourly rate shall be $14.00 per hour.

4. Each full-time instructor shall receive $1,800.00 for extra preparations.

5. Seniority Clause: Seniority within the bargaining unit for Camp Ojibway instructors will commence on the accretion election date of April 27, 1979. Prior to this date, separate seniority lists will be maintained for Camp Ojibway and Gogebic Community College instructors will accrue concurrently.

6. The calendar for Camp Ojibway shall be on a yearly basis from August 15th through August 14th.

7. Part-time instructors shall receive prorated salaries based on hours worked.

8. Maximum class size shall be established by the Dean in consultation with the appropriate instructor based upon the reasonable capacity of the instructional space.

ARTICLE XI-H NURSING INSTRUCTORS

A. All provisions of this Master Agreement apply to Nursing instructors, except Article XI-D, #3 and XII.

B. A Nursing instructor's teaching load shall be determined by totaling the contact hours worked during the regular academic year plus those worked during the summer session. The instructor shall be compensated for contact hours in excess of 40 according to the following formula:

> Contact hours in excess of 40 divided by contact hours needed for a full load multiplied by the instructor's annual salary as put forth on the salary schedule.

C. Fringe benefits will be prorated using contact hours generated during summer and regular academic year.

ARTICLE XI-I COSMETOLOGIST

The Cosmetologist shall receive compensation during the summer session on a credit hour proration basis of her annual salary.

A non-Association Lab Assistant shall be hired to provide some hours of relief for the Cosmetologist. Hours of work for the Lab Assistant will be determined by agreement between the Cosmetologist and the Dean of Instruction.

ARTICLE XII

1. COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES:

   Stipends and/or release time for the following special duties shall be mutually agreed upon by the Dean of Student Services and the individuals involved:

   a. Intercollegiate sports, except Basketball Coaches.

   b. Student Government, Radio, TV, CHIEFTAIN, Drama, Bowling Clubs, and others.

   c. And other special duties as the Board deems necessary.

   d. No person shall suffer a reduction in compensation for extra-curricular activities unless specifically agreed to by the individual affected.

2. COMPENSATION FOR INTERIM, SUMMER, EVENING, AND OFF-CAMPUS CLASSES (per semester):

CONTACT HOURS	COLUMN 1 & 2	COLUMN 3, 4, & 5
1	300	350
2	600	700
3	900	1050
4	1200	1400

The Board agrees that regular daytime bargaining unit members who are qualified will be assigned on or off-campus evening classes in order to provide those bargaining unit members a full-time contract.

ARTICLE XIII ACADEMIC FREEDOM

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

C. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As an individual of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times be accurate; should exercise appropriate restraint; should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesman.

ARTICLE XIV DURATION OF AGREEMENT

This Agreement shall be effective as of August 15, 1986, and shall continue in effect through August 15, 1989. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

For the Gogebic Community College
Board of Trustees of the City of
Ironwood, Michigan:

30 SEPT. 86

Joseph D.

C. Robt Bennett

For the Gogebic Community College
Michigan Association of Higher
Education:

Alan

Douglas E Olsen

APPENDIX A

PAID PERSONAL LEAVE FORM

GOGEBIC COMMUNITY COLLEGE

Date: ______________________

I, ____________________________________, a faculty member at Gogebic Community College, hereby request from the Board that I may take a paid Personal Leave Day pursuant to the provisions of the Master Contract on _____________________________, 19__.

This will be the _____________, _____________, _____________, _____________ I have requested during this academic year.

First _ Day	First Full Day	Second _ Day	Second Full Day

____
Dean's Signature

____
Faculty Member's Signature

AGREEMENT

between the

Board of Education

of the

Grand Rapids
Public Schools

and the

Faculty Association

of the

Grand Rapids
Junior College

Wages and Benefits

1987 - 89

Official Copy

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COLLECTIVE BARGAINING AGREEMENT

This collective bargaining agreement entered into the 16th day of November, 1987, by and between the BOARD OF EDUCATION OF THE GRAND RAPIDS PUBLIC SCHOOLS, a school district of the second class hereinafter referred to as the "BOARD", and the FACULTY ASSOCIATION OF THE GRAND RAPIDS JUNIOR COLLEGE, an unincorporated association hereinafter referred to as the "ASSOCIATION".

ARTICLE I

PREAMBLE

The Board and the Association recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages, and terms and conditions of employment and all other areas subject to bargaining. Both parties have entered into and conducted extended and good faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Agreement has been reached between the parties hereto, including formal ratification of the terms hereof by the governing body of the Board of Education of the Grand Rapids Public Schools and by the Junior College Faculty represented by the Association.

ARTICLE II

A. RECOGNITION

1. The Board recognizes the Association as the exclusive bargaining representative for the Grand Rapids Junior College teaching faculty (hereinafter called the "faculty" or "faculty members") including any day, interim, summer college and Continuing Education college, including librarians and counselors, instructor-coordinators, counselor-coordinators, instructor-directors, counselor-directors, and including such faculty who are given released time to perform duties as faculty coordinators or faculty/directors. They still maintain their status inasmuch as they are not and have not been appointed as administrators or support staff within the College. Excluded from this unit are all personnel in the Apprentice Program, J.C.O.T. Program, the Community Service Program, Upward Bound Program, the Preschool Program, and the total administrative staff, including those holding positions with management and support services and any subsequent administrative positions created by the Board.

2. Any new position created during the life of this Agreement will be added to the unit providing it is similar to any position heretofore recognized and/or is appropriate to be placed in this bargaining unit.

3. Positions added to the college not described in the recognition clause shall not be placed in the faculty bargaining unit without prior agreement with the Association.

B. OTHER ORGANIZATIONS

The Board agrees not to negotiate with any other labor representative concerning salary, hours, or working conditions for the duration of this Agreement with respect to employees included in the bargaining unit. Nothing contained herein, however, shall be construed to prevent any individual faculty member from presenting a grievance and having the grievance adjusted without intervention for the Association, if the adjustment is not inconsistent with the terms of this Agreement, and provided that the Association has been given an opportunity to be present at such adjustment.

C. INDIVIDUAL NEGOTIATIONS

1. The Board shall not negotiate with an individual or individuals with respect to the hours, terms, wages, and/or conditions of employment of the faculty.

2. Full-time faculty released from a faculty assignment to handle full-time administrative or support duties shall not be credited with Grand Rapids Junior College faculty seniority for the time released. This provision shall be applicable to released time beginning August 23, 1984.

D. ASSOCIATION DUES

1. On or before November 15 or March 15 of each semester, any faculty member may sign and deliver to the Board an authorization (the form and administrative procedures thereof to be approved by the Board) for payroll deductions of Association membership dues. Such sums shall be deducted in approximately equal amounts each payday from the regular salaries of all such faculty members during the remaining pay periods of that semester.

   All other faculty members who have previously signed an authorization form shall have deducted from their salary Association membership dues beginning the second paycheck of the school year and continuing for the next ten (10) pay periods providing the Board Assistant Superintendent of Business Affairs receives from the Association or its designee the continuous membership list on or before September 1 of that year.

2. Authorization to deduct such dues for ensuing school years shall continue in effect unless revoked by the faculty member, in writing, by July 1 of each year. Notice of such cancellation must be sent to the Board Assistant Superintendent of Business Affairs with a copy to the Association.

3. Any amount deducted from faculty member's salaries as Association dues shall be remitted monthly to the Association by the Board's Business Office according to its rules and regulations.

E. ASSOCIATION SECURITY

1. All faculty members in the bargaining unit shall either become and remain members in good standing of the Association or pay the Association a financial responsibility fee in an amount equal to the regular professional dues of the Association. Adjunct faculty teaching at the college for the first time and teaching only one class will not be assessed dues their first semester at the college. Thereafter, dues will be assessed on any and all assignments.

2. The Board will deduct professional dues or the financial responsibility fee by payroll deduction from the salary of any faculty member who authorized such deduction, in writing, in accordance with the provisions of Article II, Section D.

3. All financial responsibility fees deducted monthly by the Board shall be remitted as soon as practicable to the Association.

4. In the event a faculty member shall not pay the financial responsibility fee or regular professional dues directly to the Association or authorize payment through payroll deductions, the Board shall take steps to cause the termination of such faculty member in the manner provided below. The parties expressly recognize that failure of any faculty member to comply with the provisions of this Article is just and reasonable cause for discharge from employment since the establishment of said financial responsibility fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the cost of obtaining and administering the benefits to be received hereunder.

5. The procedure to be followed in cases of discharge for violation of this Association Security Provision shall be as follows:

   a. The Association shall notify the faculty member of non-compliance therewith by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise such faculty member that a request for discharge may be filed with the Board in the event that compliance is not effected.

   b. If the faculty member fails to comply, the Association may file charges, in writing, with the Board and may request termination of the faculty member's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

   c. The Board or its designee, upon receipt of said charge and request for termination, shall conduct a hearing thereon. To the extent said faculty member is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between or among various persons who may have refused to pay the professional dues and/or financial responsibility fees.

   d. The employment of any faculty member whose employment is terminated shall be continued in normal function until the end of the semester following dismissal action by the Board or designee.

6. In the event the Board, acting on the request of the Association, discharges or attempts to discharge a faculty member for failure to comply with these provisions, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from such action except for loss which may be caused by the Board's negligence.

ARTICLE III

FACULTY MEMBERS' RIGHTS

A. RIGHT TO ORGANIZE

Each faculty member shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining and other lawful activities for mutual aid and protection. The Board will not discriminate against any faculty member or faculty members with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, or institution of any grievance, complaint, or proceeding under this Agreement with respect to any term or condition of employment.

B. BUILDINGS AND EQUIPMENT

At reasonable times and hours, the Association shall have the right to use Junior College building facilities for Association meetings when such buildings are open and operating staff is on duty. Such use shall be arranged through the Office of the Executive Vice President. At reasonable times, the Association may also use office equipment, but not supplies, located at the Junior College buildings but not to interfere with the Board's use of the Junior College. The Association may post proper Association notices on any bulletin board ordinarily designated for Association use and use the Board's inter-school mail system. The Board will lease to the Faculty Association office space at a rate agreed to by the Board and the Faculty Association at such time the Board deems space is available.

C. RECORDS

The Board agrees to furnish to the Association, in response to reasonable requests, all available information in the form it is maintained by the Board for public use concerning the financial resources of the district, which may assist the Association in developing proposals and in processing any grievance or complaint.

D. TENURE

1. The parties agree that the Teacher Tenure Act shall be applied in cases of demotion and discharge according to its terms. For faculty members who have tenure according to the terms of the Teacher Tenure Acts, but for whom the State Tenure Commission will grant no hearing, demotions and discharge will be handled the same as for other faculty members except for the provision for appeal to the State Tenure Commission. Any faculty member with tenure who is unable to appeal to the State Tenure Commission shall, as a substitute for such an appeal, be entitled to arbitration as provided by this contract; but the arbitrator shall, to the extent possible, act as if he/she were sitting on the State Tenure Commission and shall render his/her decision on the same basis and using the same standards as those applied by the State Tenure Commission. This section shall apply to all Junior College faculty members with tenure as that term is defined under the Teacher Tenure Act and also to those faculty members who are not certified according to the terms of the Act but would have tenure under the Act if they were so certified.

2. Any person who is transferred to the Junior College faculty from another position in the Grand Rapids Public Schools or hired from outside the employment of the Grand Rapids Public Schools will be appointed on a trial basis up to two (2) years as a Junior College faculty member. During that trial period, the faculty member may be assigned to a non-Junior College faculty position at any time.

3. Any administrator employed by the Grand Rapids Public Schools, when returning to the classroom as a full-time faculty member will receive credit toward seniority equal to the number of prior years served as a full-time faculty member at Grand Rapids Junior College.

4. Temporary contracts shall be issued to faculty members who are temporarily filling a vacancy created because of a faculty member who is on a Sabbatical Leave of Absence, extended sick leave, or because of unanticipated enrollment demand.

   a. Temporary contracts shall include a termination date.

   b. Faculty members receiving temporary contracts shall be entitled to the same rights and benefits as other full-time faculty members.

   c. Should enrollment demand result in the continuous employment for two consecutive years of the same person teaching in comparable subject mat*er area, a continuous contract shall be offered the third year.

E. BOARD AGENDA

On the dates of the Board's official meetings a copy of the Agenda with all normal attachments shall be provided for the Association before such meetings. A copy of the approved minutes of Board meetings may be secured by the Association within ten (10) days after the date the minutes were approved. The Association shall be recognized for presentations as a part of the Agenda at all regular Board meetings.

F. ASSOCIATION-ADMINISTRATION MEETINGS

Members of the bargaining unit who by arrangement between Association and college administration participate during working hours in conferences and meetings with the Board or its representatives which involve or derive from this collective bargaining agreement shall suffer thereby no loss in pay.

G. PROFESSIONAL BEHAVIOR

The Board shall not exercise control of the activities of faculty members except within teaching assignments. When the faculty member speaks or writes as a citizen he/she shall be free from administrative and institutional censorship and discipline. The faculty member bears a responsibility to clarify the fact that he/she speaks as an individual and not on behalf of the institution.

H. ACADEMIC FREEDOM

Faculty members are entitled to freedom in the discussion of their subject, but they should not introduce into their teaching controversial matter which has no relation to their subject. Faculty members must also recognize that students should be free to take reasoned exception to the data or views offered and to reserve judgment about matters of opinion. The presence of any communication device during the meeting of a class shall be subject to the faculty member's permission.

I. NOTIFICATION OF DISCIPLINARY CONFERENCE

Faculty member(s) called by the administration to a disciplinary conference shall be notified of the purpose of the conference at the time he/she is summoned. Faculty member(s) summoned and/or the administrator may each have an additional person present at the conference.

ARTICLE IV

BOARD OF EDUCATION RIGHTS

A. RESPONSIBILITIES

The Association agrees that the Board is legally responsible for the operation of the entire school system including the Junior College.

B. AUTHORITY

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

C. RULES AND REGULATIONS

Terms and conditions of employment and other rules and regulations concerning faculty conduct not provided for in this Agreement will be governed by the applicable rules and regulations of the Board presently in effect.

D. ADMINISTRATIVE STAFF

The Board discharges its managerial rights and authority via the administrative staff. The Board's responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition, and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion, and termination of faculty. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the express terms of this Agreement. The Board, prior to the effective date of any change in the rules and regulations, which directly affect faculty members, shall give the Association reasonable notice (45 days) of such change.

ARTICLE V

ASSOCIATION—ADMINISTRATION COMMUNICATION

The parties recognize the valuable assistance to be gained from effective communication between the Association and the Board. Accordingly, it is agreed that the Board's representatives, including college administration, and the Association will meet periodically to discuss problems of mutual concern to the parties. Such meetings, and agenda therefore, will be called by agreement between the Administrator of Labor Relations and the President of the Association whenever such a meeting is desired by either party.

The President of the College or designee also may meet with the Association president to discuss mutual concerns without the consent of or presence of the Administrator of Labor Relations.

ARTICLE VI

GENERAL WORKING CONDITIONS

A. CALENDARS

1. The 1987-88 Calendar will be as shown in Appendix A-1.
2. The 1988-89 Calendar will be as shown in Appendix A-2.
3. The 1989-90 Calendar will be as shown in Appendix A-3.

B. WORK LOADS

The normal work loads* for faculty members for the 1987-89 contract are as follows:

*"Normal work load" is defined as the aggregate of the number of hours assigned a faculty member within a given academic work year within the prescribed limits stated in B. 1-3. The assignment of a given number of hours in one (1) semester shall not be construed to be a necessary determinant for assignment of hours in a succeeding semester. "Overload" shall be defined as the aggregate of the number of hours assigned a faculty member beyond his/her "normal work load".

Compensation to any faculty member for actual hours employed in the fall semester shall be distributed throughout the normal paydays in that semester at the faculty member's request. If no such request is made, compensation for fall day overload will be paid no later than the third payday of the spring semester.

1. Librarians and counselors--35 hours or its equivalent in the academic calendar year. (See Appendix A-1, A-2, and A-3.)

2. Faculty members in the LPN Program--44 (18-18-8) contact hours the first year (1987-88) and 37 (15, 15, 7) contact hours the second year (1988-89) or its equivalent in the 44 week program.

3. For all faculty members other than one and two above, the normal load will be fifteen (15) contact hours per semester for a total of thirty (30) contact hours per school year or equivalent. Insufficient hours for day load in a division may, with the permission of the instructor, be filled with Continuing Education classes in that division.

4. Cooperative Education shall be equated at five (5) students per contact hour. Each cooperative education instructor shall conduct a minimum of two (2) verified on-site visits per student per course and one (1) evaluative meeting with the supervisor and the individual student near the end of the course. Exceptions shall be granted when visitations are out of the Grand Rapids area or for unusual scheduling circumstances.

5. Any faculty member whose load in day and/or Continuing Education classes equals a full-time semester load of 15 hours shall be compensated and shall receive fringe benefits equivalent to those received by a full-time instructor for that period of time and at the appropriate rate. See Appendix B-1-2.

6. J.C. full-time faculty members who need additional class assignment(s) to complete their teaching load will be assigned a full load teaching schedule before any provisions of Section G. are implemented. Full-time faculty will not be required to accept evening load to complete a full load as long as day load is available. In the event full-time faculty members are given additional class assignments to complete a normal day teaching load, the Board shall agree to pay overload where such assignment exceeds the normal load.

7. Course Development

   When faculty members propose new course offerings upon their own initiative, they will not be remunerated for the effort of writing the courses. They are acknowledged, however, to have a right of first refusal for the assignment to teach the new course(s) they have developed.

When faculty members are requested by their Dean to develop a specific new course to serve a specific purpose (e.g. a course required as part of a new program), they will be remunerated for such work at 50% of the hourly overload rate, but may not necessarily have a right of first refusal on teaching the course (see memo of understanding dated November 29, 1983).

8. Whenever questions arise that are not specifically addressed by the contract such as waiver of seniority when encountered by business and/or institutional requests for specific college credit class offering(s), the President of the college and his/her designee(s) and the President of the Faculty Association and his/her designee(s) will discuss the matter and reach agreement.

C. CONDITIONS

1. The general working conditions shall be maintained as in effect at the time of the signing of this Agreement except where improvements are provided by the Board. (Alleged violation(s) of this section shall be pursued under the Type A grievance procedure only.)

2. No faculty member shall be reassigned from one division and/or department to another without a discussion of the proposed reassignment with the faculty member. During such discussion, the faculty member has the option of having the presence of the President of the Association or a designee.

3. Each faculty member shall be assigned to a division and their work assignment shall be recommended by their divisional head. A divisional head can have either administrative or faculty status.

4. No faculty member transferred to another position within the bargaining unit shall be terminated as a result of that position being eliminated. Such transferred faculty member shall retain seniority rights in the previously held bargaining unit position.

D. SENIORITY LIST

A master seniority list indicating length of satisfactory, continuous full-time service at Grand Rapids Junior College shall be prepared by the appropriate administrators and issued to the Faculty Association no later than 30 days after the beginning of the school year.

E. STUDENTS AND RECORDS

1. Faculty members shall not allow unauthorized persons in their classes for more than one (1) class session. Unauthorized persons are those who have no evidence of having paid their tuition.

2. Records of individual student absence and academic performance shall be maintained by each faculty member. Such records will be retained by the faculty member in accordance with the statute of limitations (seven (7) years). Upon termination of services, said records shall be left with the registrar for record keeping purposes. To facilitate such record keeping, faculty members will be supplied with appropriate grading and record materials, record book, class list, and grade cards. Faculty will have at least one week's notice prior to submission of appropriate records.

3. No class which is appropriately scheduled shall be dismissed without prior approval of the appropriate administrator (Dean of Arts and Sciences, Dean of Occupational Education, Dean of Continuing Education) or designee.

4. Faculty members shall follow accepted course outlines except in those instances where authorized to do otherwise by the appropriate administrator, and divisional chair.

F. OFFICE HOURS

1. Teaching faculty (full-time) shall be on campus a minimum of five (5) office hours per week (for student consultation) in addition to their normal teaching load. Said hours shall be scheduled where appropriate in both a.m. and p.m. modules. The faculty member shall also be available additional time each week on campus for preparation, attendance at meetings as scheduled by the Dean or his/her designee or additional activities related to his/her teaching function.

2. So as to best serve the students, office hours will be scheduled in units no less than 30 minutes in length, posted, and adhered to by the faculty member. Such schedule shall be submitted to the Instructional Dean upon his/her request.

G. DAY OVERLOAD, INTERIM AND SUMMER COLLEGE, AND CONTINUING EDUCATION

1. Teaching assignments for day overload, Continuing Education, Interim and Summer College shall be offered to qualified personnel with such assignment based on classification of personnel as below and according to other applicable procedures within this contractual agreement.

   Level 1: Qualified full-time Junior College faculty members within the division they are presently assigned.

   Level 2: Qualified full-time Junior College faculty, and, at the discretion of management, retired faculty.

   Level 3: Qualified part-time Junior College faculty members.

   Level 4: Other qualifed personnel.

   For Level 1 consideration, a full-time faculty member will be assigned to the division, as provided for in Article VI, Section C.3. If a faculty member is hereby assigned to more than one division, he/she will be considered assigned to the division where the majority of the workload is assigned. All exceptions to the previous sentence must be agreed upon by the President of the Faculty Association and Divisional Chairpersons involved and the appropriate Dean and made known to the Faculty Council.

   The Level 1 division for the Interim/Summer College selection of class(es) will be the assigned division for the spring semester as determined above.

   "Faculty members" as indicated in Levels 1, 2, 3 above shall mean those persons whose qualifications include study in the subject area related to possible assignment (no time limitation). Also, "Faculty members" in Levels 1 and 3 shall be required to have experience within the immediate past five (5) years in teaching the class in the day college. Other qualified personnel (Level 4) may qualify on the basis of either previous study or related work experience.

2. Teaching assignments for day overload, Continuing Education and the Interim/Summer College, will be offered to personnel in the order indicated in Section G.1 unless there is a Divisional plan approved by 2/3 of the full-time divisional members and a majority vote of the Faculty Council. Day College overload assignments and assignments in the Evening College, Summer College, Weekend College, Interim Session and Continuing Education College will be offered one class at a

time to Level 1 personnel by rotation according to their seniority. Seniority begins from the individual's most recent appointment date to full-time service at the College. Any faculty member adjudged eligible for payment for two (2) or more hours of overload per semester in the Day Division shall waive his/her eligibility for assignment to the Continuing Education College under the seniority system until all other members eligible for such an assignment have accepted or rejected same. Additional assignments may be offered and accepted as applicable. Teaching load for Level 1 personnel shall be equalized as far as practicable.

Level 1: Personnel may select assignments from the pool of available classes. They may select up to eight (8) contact hours or two (2) subject assignments per semester in the subjects in which Level 1 personnel are qualified to teach as in G.1. above. For purposes of this section, the Interim and Summer Sessions will be considered as one. Interim classes which have been specially designed by an individual faculty member are not to be counted in the rotation assignment of classes.

Whenever possible, all day and Continuing Education overload class opportunities must be offered and equitably shared in total number of contact hours per semester with full-time faculty members whenever a third selection of overload class assignments is allocated.

Level 2: Personnel will be offered such teaching assignment(s) as may be available after Level 1 personnel have accepted or rejected the assignment. Level 2 personnel who are interested in such an overload teaching assignment must notify the appropriate divisional chair(s) in writing. Additional assignments may be offered and accepted as applicable.

Level 3: Personnel may be offered such teaching assignment(s) as may be available after Level 2 personnel have accepted or rejected the assignment. Additional assignments may be offered and accepted as applicable.

Level 4: Personnel may be offered such teaching assignment(s) as may be available after Level 3 personnel have accepted or rejected the assignment. Additional assignments may be offered and accepted as applicable.

Assignment of any class personnel must be on a tentative basis with recommendation that such personnel be placed on the Board of Education payroll after assigned class has definitely formed.

3. A list shall be issued by the appropriate administrator indicating the actual classes formed each semester and summer session, and the assignment of personnel to each. These lists shall be issued to the Faculty Association on the First Monday of October and the First Monday of March for the Continuing Education College Program and the First Monday of July for the Summer College Program.

4. The term "Summer College" shall mean Day Summer College, Evening Summer College and Interim classes. Level 1 personnel who are qualified and apply for both summer day and evening assignments will be offered up to four (4) contact hours or one subject assignment if the subject they wish to teach, and

are qualified to teach, is being offered. Additional teaching assignment may be offered and accepted in accordance with G.1. and G.2. above. The most senior faculty member will have preference as to a day or evening summer assignment if both are available. Faculty members will indicate to the appropriate administrator their preference as to day or evening assignment and the course(s) they are qualified to teach.

Interim, summer session and interim and summer academic programming will all be considered as an equivalent assignment when determining the summer work schedule. Any teaching or other work accepted during interim or summer for which the faculty member receives salary the equivalent of 2 contact hours or more will be considered an interim or summer class assignment.

5. Summer and Continuing Education faculty shall keep office hours for consultation and advisement of students as appropriate to course requirements and as related to student needs.

6. Faculty members who teach in the Continuing Education or in the Summer College may be evaluated by means determined by mutual agreement between the appropriate administrator and the Faculty Association or its representative.

7. A teaching assignment in the Continuing Education and/or Summer College may be terminated and further teacher assignments for which the faculty member is eligible on the basis of seniority will be withheld for the following reasons:

   a. Allowing unauthorized persons to attend class for more than one (1) class session.

   b. Failure to turn in grades on time.

   c. Failure to meet classes at the time scheduled and for the length of time stated in official college publication.

   d. Unsatisfactory evaluation - what constitutes same to be mutually determined by the appropriate administrator and the Faculty Ethics Committee.

   e. Acceptance or rejection of assignment shall be made at the time assignment is tendered. If the faculty member rejects such assignment, assignment shall be offered to other qualified personnel. Failure to complete commitment after acceptance shall be sufficient basis for withholding the next assignment for which length of satisfactory service within the appropriate program might qualify the person.

   f. These conditions above are subject to the following exceptions:

      (1) The faculty member must receive one (1) written warning from the appropriate administrator. This written warning shall be in effect for two (2) years from the date as indicated in the body of the letter.

      (2) Mutual consent as to justification for a, b, c, or d above is reached by the faculty member and appropriate administrator.

8. Faculty granted an offical sabbatical leave from Grand Rapids Junior College shall be credited with this leave in determining length of satisfactory service.

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9. Personnel following appointment to Grand Rapids Junior College and required to attend or participate in military service obligations, other than weekly or monthly drill sessions because of membership in the Reserve Units, shall be credited that time of service toward determination of length of satisfactory service.

10. Personnel who are unable to accept or complete assignment in Continuing Education College or Summer Session because of illness or for other justifiable reason may request a leave without pay and, by mutual agreement between such personnel and the appropriate administrator, may be granted such leave.

11. Sick leave benefits for full-time Junior College faculty members employed as Continuing Education faculty members or in summer school shall be provided at the rate of one (1) evening for each evening per week taught per semester, three (3) days per summer session and one (1) day per interim session. If the faculty member so desires, he or she may make up the missed sessions beyond those provided with the day or days previously deducted. Also, such sick leave provisions shall be effective only if notification is made to the proper administrative offices at least two (2) hours prior to the absence in the case of an evening assignment and one (1) hour in the case of a summer day assignment. Part-time Junior College faculty or non Junior College personnel employed as faculty members in the Junior College evening or summer session shall be provided leave of one (1) evening per semester or one (1) day per summer session (not cumulative) for illness or death as indicated in the Master Agreement. Procedures to implement such leave shall be those in effect for regular full-time Junior College Faculty.

12. Persons on leave from day school assignment to attend professional conferences outside the City shall be granted one (1) absence per semester with pay in the Continuing Education College Program. The appropriate administrator shall be notified by the faculty member of the date of leave.

13. Short courses or other unique courses for college credit developed by the administration, the faculty, or by joint administrative-faculty action, will be submitted to the Instructional Council and the appropriate administrator for their recommendation. The President of the College or his designee shall indicate final approval or disapproval, and the decision shall be binding.

14. Continuing Education and Summer College registration, including selection and employment of personnel in non-teaching assignments, will be the responsibility of the appropriate administrator. Any instructor who is employed in registration or counseling shall receive 50% of the hourly overload rate.

15. The Faculty Association President shall have input in the development of interim, summer college and evening college calendars. The length of the evening college calendar will not exceed the day college calendar.

ARTICLE VII

SALARY AND BENEFITS

A. SALARY SCHEDULES

1. The salaries of faculty members covered by this Agreement shall be set forth in:

Appendix B-1 for Academic Year 1987-88
Appendix B-2 for Academic Year 1988-89

2. Where a normal teaching load (See Article VI) is not provided, the faculty member's salary shall be reduced on a pro rata basis in relation to that faculty member's contractual salary except for underload to 28 hours (See Appendix C).

B. SALARY FOR CONTINUING EDUCATION, INTERIM, SUMMER COLLEGE AND OVERLOAD

The remuneration for advanced training and for teaching in the Junior College, Continuing Education, Interim, Summer College and overload is shown in Appendix C.

C. SALARY - EXTRACURRICULAR - PROJECT SEMINARS

The remuneration for all Junior College extracurricular activities shall be set forth in Appendix E of this Agreement. Appendix F contains the remuneration schedule for project seminars.

D. LONGEVITY

NOTE: Any faculty member hired (reporting to employment) after the end of 1980-81 (May 31, 1981) will be given longevity credit only for Grand Rapids Public Schools employment.

Longevity increments of 3.25% of the M.A. Base for service and 3.25% of the M.A. Base for advanced training (in accordance with the present Board Rules and Regulations) will be paid upon the beginning of the 18th, 23rd, 28th, and 33rd year of service. To be eligible for an advanced training increment faculty members must complete six hours of study between the 13th and 18th year, the 18th and 23rd year, the 23rd and 28th year, and the 28th and 33rd year. Faculty members not completing an advanced training unit by the indicated year (18, 23, 28, 33) may complete it and thereafter be compensated anytime before reaching the next five year interval. Advanced training shall include:

1. Graduate credit.
2. Undergraduate credit.
3. Non-credit Product Service School and non-credit National Science Foundation and National Defense Education Act seminars and workshops as approved under Appendix D.
4. Continuing Education Units. (Twelve to fifteen hours of instruction shall be equal to one semester hour of credit)

E. PAYROLL

1. Faculty members shall be paid in twenty-six (26) approximately equal payments per year; one (1) every two (2) weeks beginning in September, 1985. Faculty members who are appointed following the beginning of the school year, shall have their salary spread over the remaining pay periods of that calendar year. Each faculty member who is terminating his/her services at the end of the school year and submits his/her resignation to the Director of Personnel or each faculty member who wishes to be paid in full following completion of the school year and who submits his/her request to the Director of Personnel for such pay prior to May 1 of that year shall be paid in full no later than the last payday of the fiscal year.

2. Day and evening college overload and adjunct payroll should not be anticipated until after the fourth week of the semester.

F. INSURANCE

1. The insurance benefit program described below shall continue for the duration of this Agreement unless changed by mutual agreement between the Faculty Association and the Board.

2. Hospital-Medical

Each full-time faculty member is entitled to the insurance benefits described below. Part-time (one-half time or more) shall receive benefits prorated to the amount of time worked.

a. Carrier

(1) Present faculty members shall continue to be insured by the carrier with whom they presently have coverage unless they notify the Board Business Office of a change on or before the last day of the open enrollment periods of the insurance companies.

(2) New faculty members shall make a choice of carriers prior to commencing employment.

(3) No faculty member shall change carriers during the remaining duration of this Agreement, except in (4.) below.

(4) Faculty members may select Blue Cross-Blue Shield, MEA or HMO insurance.

b. Coverage

(1) The Board shall pay the premium cost for Blue Cross-Blue Shield comprehensive hospital certificate, semi-private service with riders ML, PRNV-1, CC-CLC, DCCR-DC, DNM365, FAE-RC, XF, CC, DC/MVF-1, SATII, CLC2, NM365, MAC, SOT, MMCII, SD, Reciprocity, GLE, COBIII, EF, MMC-BL2, VST, and $2.00 PDP Co-pay or HMO Insurance coverage provided the faculty member is in need of such coverage as determined by the faculty member. If the faculty member is not in need of such benefits, the Board will pay up to an amount equal to the BC/BS single subscriber rate per month toward the Option insurance program or a tax-deferred annuity in lieu of hospital-medical benefits.

(2) Each faculty member must select hospital-medical coverage based on COORDINATION (need and family status) OF BENEFITS. The selections are listed below:

a) Employee with family
b) Employee and spouse
c) Employee only
d) Option Program
e) None

Example: If your spouse is not covered with hospital-medical coverage, you should select a) or b). If your spouse has single hospital-medical coverage with his/her employer, you should select c). If your spouse has you covered, you should select d) or e).

(3) Hospital-Medical Michigan Education Association Carrier

a) The Board shall pay a premium equal to the premium and qualifications in b.1. above in behalf of the faculty member to the MEA for health insurance.

b) Life Insurance - The Board shall contribute $8.00 per month to the MEA for any faculty member who selects the MEA insurance carrier in lieu of the below death benefit.

(4) Husband and wife both employed by the Board and pursuant to their qualifications may select any of the above but shall not receive double health insurance coverage.

(5) Any faculty member, via payroll deduction, may select other insurance benefits from the carrier (Blue

Cross-Blue Shield or MEA) under which they are insured.

(6) Should a faculty member die during the period covered by this Agreement, coverage for the family of the faculty member shall continue for six months after the death of the faculty member. Such cost must be paid monthly in advance by the faculty member's representative.

3. Death Benefit

The Board shall provide each full-time faculty member a death benefit or term life coverage equal to one and one-half (1 1/2) the employee's salary (the sum of step, degree, longevity, and advanced training) at the time of death.

Employees employed 6-14 hours per week shall have a $10,000 benefit. Employees employed less than 6 hours per week shall have no benefit.

4. The additional term life insurance program implemented in 1969-70 shall continue under the following conditions:

   a. Must have no less than 75% of the faculty members participating or participation pursuant to the insurance company's policy.

   b. Must concur with the insurance carrier's rules and regulations.

   c. The rate charged the faculty member, via pay deductions, shall be $.38 per $1,000 per month - no rebates.

   d. Effective December 1, 1987 the amount stated in b. above shall be increased to $20,000 provided no less than thirty (30) percent of the faculty enrolls in the program for $20,000.

5. The Board shall provide not less than $100,000 liability insurance for each faculty member during the time (hours and days) he/she is employed by the Board.

6. Long Term Disability effective January 1, 1975 (See Memo of Understanding dated April 16, 1977).

   a. Will be provided for each full-time faculty member who has at least two (2) years of Grand Rapids Public Schools employment with the following stipulations:

      (1) 90-day waiting period
      (2) 50% of the faculty member's salary schedule step in Appendix B
      (3) Offsets
         (a) Social Security
         (b) Worker's Compensation
         (c) Michigan Public School Retirement

   b. Will be provided for each full-time faculty member with at least two (2) years of Grand Rapids service and ten (10) years of Michigan Public Schools employment with the following stipulations:

      (1) 60-day waiting period
      (2) 66% of the faculty member's salary schedule step in Appendix B.
      (3) Offsets
         (a) Social Security
         (b) Worker's Compensation
         (c) Michigan Public School Retirement
      (4) Each faculty member must utilize all of his/her sick leave bank before becoming eligible for L.T.D. benefits.

7. Dental Reimbursement Program

a. Eligibility and Protection

The Board shall provide reimbursement to each full-time faculty member.

Reimbursement shall be for the faculty member and dependent immediate family member (spouse, son, daughter, and/or minor child assigned to the employee by a court) for the following dental care protection:

(1) Scaling and polishing
(2) Fillings
(3) Fluoride treatment
(4) Extraction
(5) Diagnostic X-rays
(6) Root canals
(7) Crowns
(8) Oral surgery
(9) Bridge, denture and partials
(10) Periodontics
(11) Anesthetics while providing any of the above
(12) Orthodontics (children to age 19)
  - Life time per family member $600 maximum
(13) Oral and maxillofacial surgery

The following are excluded:

(1) Any service or supplies not furnished by a licensed dentist.
(2) Any service or supply not reasonably necessary for the dental care of the eligible individual.
(3) Cosmetic.
(4) Any care provided or reimbursed by other sources.
(5) Replacement of lost or stolen bridge, denture and/or partials.
(6) Any portion of a charge for a service in excess of the reasonable and customary charge (the charge usually made by the provider when there is no insurance, not to exceed the prevailing charge in the area for dental care of a comparable nature, by a person of similar training and experience).

b. Effective Date and Rate of Reimbursement

For care protection provided beginning on October 1, 1987, and ending September 30, 1989.

90% (ninety percent) of actual charge with a maximum of $1,500.00 for the full family per annum.

c. Reimbursement Procedure

(1) For care protection provided during the first calendar quarter (January - March) a reimbursement claim must be made during the following quarter (April - June).

(2) The employee must pay the full cost for care protection and submit a copy of the dentist billing and show evidence of payment (cancelled check or other documents acceptable to the Board) along with the Board's dental reimbursement claim form.

(3) The Board will process the claim according to its policies and procedures in effect for all other billings.

8. Vision Reimbursement Program

a. Eligiblity

(1) The employee must be a full-time faculty member represented by the JC Faculty Association.

(2) Dependents are:

(a) The employee's spouse
(b) The employee's son, daughter, step-children, adopted children, and/or children assigned to the employee by the court as defined within the meaning of the United States Internal Revenue Code.

b. Services and Material Covered

(1) Vision examination by:

(a) Optometrist
(b) Ophthalmologist

(2) Correctible Lenses by Prescription

(a) Regular
(b) Contact

(3) Frames

c. Services and Materials not Covered

(1) Cosmetic purposes
(2) Non-corrective lenses
(3) Vision therapy
(4) Medical or surgical treatment of the eyes
(5) Replacment of lost lenses or frames
(6) Charges to which benefits are provided under Workers' Compensation, other laws, other insurance, or other Board policies, rules, etc.
(7) The cost of any service and/or material or of any combination thereof over the the bi-annual allowance.

d. Payment and Amount of Reimbursement

(1) Payment

The employee pays the full charge for service and materials stated in b. above administrated to those eligible outlined in a. above.

(2) Reimbursement

The Board shall reimburse the employee 80% of actual charge (which the employee paid) not to exceed $100 for the period December 1, 1987 through June 30, 1988 and $200 for the period July 1, 1988 through June 30, 1989.

(3) External and Internal Coordination Benefits

Shall apply to all eligibility claims. In no case shall the reimbursement be greater than the amount stated in d.2. above.

e. Reimbursement Procedure

(1) Enrollment Form

Completely fill out an "Application Form" and submit it to VISION, Adminstrative Office, Station #5. (NOTE: Payments will not be processed until this form is on file in the District Office.)

(2) Invoice Payment

Pay your bill and receive receipt for same. (Copy of check will be accepted).

(3) Complete a "Vision Reimbursement Claim Form" and forward to the Business Office.

G. PAYROLL DEDUCTIONS

In addition to payroll deductions provided for in Article II, Section D.1., payroll deductions will also be available to the faculty members on a mutually agreed basis for the Grand Rapids Teacher's Credit Union, for the purchase of United States Savings Bonds, for the United Community Fund, for any annuity program approved by the Board and for insurance premiums.

The Board shall not be liable for any errors or losses in the administration of this provision unless it is shown that the Board was negligent in the care and handling of the monies involved.

H. JUNIOR COLLEGE TUITION REIMBURSEMENT

Grand Rapids Junior College faculty members, their spouses, retired Junior College faculty members and their spouses who enroll in and complete any courses offered by the college, but not exceeding four (4) credit hours per semester, shall be reimbursed tuition and fees.

I. PARKING

Faculty members shall be provided free of charge parking space provided they are in need of same and to be used ONLY by the faculty member for that time which he/she is employed by the Board. In the event the faculty member violates the parking rules established by the Board, this benefit, (i.e., free parking) can be cause for revocation for the faculty member.

J. PART-TIME SALARIES

Salaries for part-time faculty members teaching scheduled day division classes shall be the same rate that is paid for Continuing Education and Summer School faculty (See Article VII, Section B) with the exception of those part-time faculty employed during the 1973-74 calendar year who shall continue to be paid on the pro rata formula. Sections D, E, F, G, and H shall not apply to faculty members working less than one-half time or to those employed only in the Junior College Summer School or Continuing Education.

K. SUBSTITUTE SALARIES

Faculty members requested by the administration to instruct classes other than their own scheduled classes and accept such assignment shall be paid on a per hour basis equal to evening school compensation. Reasons for such paid substitutions shall be as follows:

1. Absence due to illness of faculty member or death of family members or friends.
2. Absence due to leave without pay.
3. Absence due to leave with pay when such leave is requested by the administration.
4. Absence due to visitation leave (first two (2) days only).
5. Death of a faculty member until a new appointment is possible.
6. To fill vacancies during the school year until a regular appointment is made.

L. DEGREE STATUS

Each faculty member's salary shall be adjusted at the beginning of each semester in accordance with his/her degree status provided the faculty member(s) submits the appropriate credentials to the Personnel Director prior to the beginning of the semester. (See Appendix B-1 and B-2)

M. TUITION REIMBURSEMENT FOR JUNIOR COLLEGE FACULTY MEMBERS

The Board shall reimburse tuition to faculty members under the following conditions:

1. Qualifications
    a. Only full-time Junior College tenured faculty members may qualify.
    b. Faculty members on leave of absence without pay for study purposes may qualify provided the faculty member is not eligible for other sources of tuition reimbursement.
    c. Faculty members on leave of absence with pay shall not qualify.
    d. Course work may not interfere with the faculty member's Junior College assignment. Exception shall only be by approval of the President or designee.
    e. Any faculty member eligible to receive tuition reimbursement must return to Board employment prior to payment.
2. Course Approval
    a. Request must be made in writing on the form provided by the Board at least ten (10) days prior to the beginning of the course. Such request must include the course number, name and description, date, and the name of the university or college offering the course.
    b. Such courses must be college credit or workshop equivalent to credit courses.
    c. The courses must be related to the faculty member's regular Junior College assignment. The administration's judgment on this condition is final and binding and is not subject to the grievance procedure.
    d. Approval or disapproval shall be submitted to the faculty member in writing.
3. Tuition Reimbursement Rates
    a. Courses taken at the University of Michigan, Michigan State University, or Western Michigan University shall be reimbursed the regular tuition rate charged.
    b. Courses taken at other institutions shall be reimbursed at the regular tuition rate charged but shall not exceed the highest current rate of the universities referred to in a. above.
4. Maximum Number of Hours Per Fiscal Year (12 months) for Tuition Reimbursement
    a. Four (4) semester hours or
    b. Six (6) term hours or
    c. Combination of the above not to exceed the equivalent of either 4.a. or 4.b.
    d. A two-year allotment may be taken simultaneously provided the faculty member is enrolled in a course or courses which begin in one (1) fiscal year and terminate in the next fiscal year.

5. Tuition Reimbursement Application Procedure

   a. Pre-approval of course by the Superintendent or designee (see 2., Course Approval) must be obtained.
   b. The faculty member must satisfactorily complete the course.
   c. Submit the tuition receipt to the approving party in a. above for payment authorization.
   d. The Business Office shall make payments according to its procedures.

N. PROFESSIONAL TRAVEL EXPENSES[1]

1. Expenses incurred for each full-time faculty member who has received an official leave to attend professional meetings or conferences during the year shall have $175 except that divisional chairperson will have $200. Said allotment may be used to pay expenses for professional activities and/or professional publications; and/or professional dues. The faculty member will be paid actual expenses incurred or an amount totaling the rate per mile (based on the sliding scale) driven to and from his/her destination. For conference necessitating a faculty member being away overnight, the faculty member would receive a per diem allotment up to $40.00. This would cover lodging, meals, and miscellaneous expenses. Claims for such reimbursement shall be made within 30 days from the time of expenditure. Reimbursement is on the basis of invoices or receipts for room and meals. For a conference leave granted for one (1) day, a per diem allotment would be up to $15.00. In addition to the above, if there is an "official banquet" which is at the conference, the faculty member would receive reimbursement for this banquet in excess of the $40.00 or $15.00 allotted above. Registration fees for a conference would also be granted provided this fee does not include the cost of meals, lodging, or other expenses covered above. (Note: In multi-day leaves a single day which does not require overnight shall be treated as one (1) day).

   At the discretion of the Dean or his/her designee, reimbursement pursuant to the above limitations will be made for expenses incurred while attending a conference during the periods when classes are not in session, provided the request is submitted to the Dean in writing no less than five (5) days prior to the conference.

   Each division shall receive $175.00 per each full-time faculty member except divisional chairperson $200.00. At the end of the year if all funds in the division have not been expended, the balance will be prorated to faculty members who incurred expenses above their $175.00 or $200.00.

2. Faculty members assigned to off-campus class(es) shall be reimbursed for the exact cost of parking at such off-campus class(es) upon submission of receipts for such parking costs. Travel reimbursement shall be made according to the sliding scale when such instructors use their personal automobile. If instructors so assigned elect not to use their personal automobile, they shall be provided with a Board car provided same is available.

O. SALARY SCHEDULE CREDIT

Credit on the salary schedule beyond five (5) years MAY be granted by the Superintendent to new (incoming faculty members) for teaching, industry, business and/or military experience and service. The Superintendent's decision shall be final and binding.

P. ASSAULT ON AN FACULTY MEMBER

1. If a faculty member acting in the line of duty, is assaulted, the incident shall be immediately reported to the Board or its representative.

2. In cases of an assault or injury inflicted on a faculty member while the faculty member is acting in the line of duty as an employee of the Board, the time lost, if any, by the faculty member shall not be charged against the faculty member's sick leave and the faculty member shall continue to be paid by the Board. When Workers' Compensation is paid, the Board shall pay the difference between the sum and the faculty member's regular salary not to exceed two (2) years.

Q. RETIREMENT PAY

Any faculty member who has reached the age requirement of the Michigan Teacher's Retirement Act and has completed at least ten (10) years of service with the Grand Rapids Public Schools shall receive, upon retirement, $40.00 for each day of unused sick leave or $45.00 per year for Grand Rapids service, whichever is the greatest.

R. EXAMS AND NEEDS

There shall be a minimum of twenty four (24) hours from the time the last exam ends until grades are due in the Registrar's Office with the exception of Christmas Break.

ARTICLE VIII

LEAVES OF ABSENCE WITHOUT PAY FOR FULL-TIME FACULTY

GENERAL PROVISIONS

1. The provisions of this Article apply only to full-time faculty.
2. The Board shall return a faculty member who has been on a leave of absence to the same or comparable position, if one exists, or any other position mutually agreed to by the employee and administration.
3. The Board shall reemploy any faculty member returning from an approved leave of absence at the beginning of a school year or at mid-year of the school year.
4. All requests for leave of absence will be applied for and granted or denied in writing. The faculty member must apply for the leave at least sixty (60) days prior to its commencement, except in cases of emergency or urgency.
5. The faculty member must notify the Personnel Office, in writing, of his/her intention to return from such leave at least ninety (90) days prior to the beginning of the spring semester and/or one-hundred twenty (120) days prior to the fall semester. Failure to comply with this condition indicates that the faculty member is automatically resigning from the employment of the Board.
6. No benefits will accrue for any faculty member while on a leave of absence except as otherwise stated herein. Upon return from such leave, the faculty member's unused sick leave benefit which had been accumulated at the time the leave commenced will be restored to him/her.

A. PERSONAL ILLNESS

Any faculty member who has been afflicted with extended personal illness will be granted a leave of absence up to one (1) year upon application thereof. Such application must be accompanied by a physician's certificate of recommendation supporting same. Such leave shall be without pay and without increment advancement. This leave shall, upon request, be renewed each year for two (2) additional leaves of one (1) year each. The Board may require at its expense a medical examination as a prerequisite to reinstatement after any such leave.

B. MILITARY

Any faculty member who is inducted or enlists in any branch of the Armed Forces of the United States will be granted a leave without pay. Upon return from such leave, a faculty member shall receive full credit on the salary schedule up to two (2) years provided the faculty member has received an honorable discharge or honorable release from active duty, submits a written request for re-employment within ninety (90) days from the date of discharge and is still qualified and competent to perform teaching duties. It is the responsibility of the faculty member to submit to the Personnel Director the official documents to support the above activity.

C. SELF IMPROVEMENT THROUGH STUDY

A leave of absence without pay for up to one (1) year with renewal privileges will, upon approval of the Superintendent, be granted for any tenure faculty member who desires to study in his/her major or minor field or any other field approved by the Superintendent. The faculty member will, provided he/she was engaged as a full-time participant in such study program and upon return from such leave receive full credit on the Grand Rapids Junior College salary schedule for the first year of such leave. The Board has the option to grant additional step or steps or not to grant additional step or steps for any leave extended with the Superintendent's approval.

D. CHILD CARE

1. The Board shall grant, upon request, a one-year child care leave without pay to faculty members. The Board may renew such leave annually. The Board agrees to give the faculty members granted such leave the first opportunity to fill the same or a comparable position to that held before going on leave.

2. The above child care leaves of absence procedure shall also apply to faculty members who adopt a child.

3. Faculty members returning from leave complying with the provisions of this section shall be placed on that step of the salary schedule from which they went on leave unless they were employed for at least fifty (50) percent of their last teaching year in which case they shall be advanced to the next step.

E. ASSOCIATION LEAVE

A leave of absence for one (1) instructor, up to one-half time, shall be granted upon application for the purpose of serving as a representative of the Faculty Association.

F. OTHER LEAVES

Other leaves of absence without pay may be granted by the Board.

ARTICLE IX

LEAVES OF ABSENCE WITH PAY

A. STUDY LEAVE

1. Professional leave is a leave for study and/or for professional activity.

2. All faculty members shall be eligible for one (1) year study leave after completing no less than six (6) years and for each such period of actual professional service in the Grand Rapids School System uninterrupted by anything other than approved leave of absence. Granting of study leaves shall be in accordance with the present rules and regulations pertaining thereto (see Board Policy 4152.1, Sabbatical Leaves, adopted August 3, 1971). The sabbatical committee to evaluate the

request shall include the President of the College and the appropriate Dean. The Board will pay such faculty members one-half of the contractual salary which they would ordinarily receive. The following school year the faculty member must return to Grand Rapids Junior College and render at least two (2) consecutive years of satisfactory service.

3. A one (1) semester study leave may also be granted under the same terms, as in A.2. above, except the obligation to return to the Grand Rapids School System shall be for one (1) year. After a one (1) semester leave, the instructor is eligible for one (1) more semester leave.

4. A one (1) semester study leave may also be granted under the same terms, as in A.2. above, except with full contractual salary and under the following provisions.

   a. The administration and Faculty Association shall encourage such sabbaticals to be taken during the spring semester.
   b. The administration and the Faculty Association shall encourage disbursement of students into remaining regular classes.
   c. A leave granted under this Section (A.4.) shall be counted the same as a leave under Section A.2. in terms of eligibility and obligation.

B. LEAVE FROM DUTY WITH PAY DUE TO ILLNESS OR BEREAVEMENT

1. Every faculty member shall be granted ten (10) working days of leave with pay per school year subject to the limitations provided herein. (Eleven (11) days are provided for 44-week faculty.)

2. All part-time faculty teaching in the regular day college will receive sick leave up to the number of days that class meets per week. These days are not cumulative. These days may be used for illness and bereavement.

3. Leave time may be used for absence from duty because of personal illness, injury, or on orders of a physician to remain absent due to exposure to disease. In cases subject to the Workers' Compensation Law, such leave time may be used to supplement Workers' Compensation so that the total amount paid an employee shall equal, but not exceed, his/her regular salary for the period of absence from duty.

4. Leave time because of death in the immediate family of a faculty member shall not exceed the remaining portion of the week in which death occurs plus five (5) additional work days.

   a. Leave time for death of other relatives shall not exceed five (5) working days.
   b. Leave time for death of friends shall not exceed two (2) working days.

5. Leave time because of the illness or injury of a relative or friend shall be to provide for emergency arrangements and shall not exceed two (2) working days per absence.

6. Leave time used shall be deducted from the faculty members's leave bank.

7. Unused earned leave time shall be cumulative and shall be credited to the full-time faculty member's leave bank. The annual ten (10) days credit shall become effective when the employee reports for duty, as authorized, at the beginning of

the school year. Leave days are granted at the rate of ten (10) days per year with unlimited accumulation. Those covered in Article VII, J. will be treated in the same manner.

8. Any employee absent because of personal illness, injury, or on orders of a physician to remain absent from duty due to exposure to disease for more than ten (10) working days in any one (1) year may be required by the Superintendent of Schools to provide a medical statement by a reputable physician certifying that the employee was unable to be on duty during such absence. The Superintendent of Schools, at his/her option, may require approval of any such medical certificate by another physician selected by him/her.

9. Accumulated sick leave time shall terminate upon termination of employment except when a leave of absence is granted by the Board of Education.

10. Employees who are absent both before and after a holiday for which pay is granted will not be paid for that holiday except when absence is due to proven illness or injury.

C. OTHER LEAVES

Leaves for other purposes with full pay not chargeable against the faculty member's sick leave days shall be granted for the following reasons:

1. Absence when a faculty member is required to serve on a jury. Such leave for one (1) week or less shall be with full pay. Such leave for more than one (1) week shall be at full pay for the first week, and after the first week, at the difference between the regular salary and that amount received for such services during the school week.

2. Court appearances when subpoenaed as a witness.

3. Visitation to and/or participation in educational programs or conferences wherein provision for maintenance of assignment can be made by the faculty member to the satisfaction of the college administration except for two (2) working days provided for this purpose by the Board and in those instances wherein such leave is by administrative request. Application forms provided by the Board shall be submitted to the President or his/her designee no less than five (5) working days prior to the date of leave. Approval or disapproval shall be given in writing to the faculty member prior to the requested leave date. Adjunct faculty may participate in educational conferences with prior approval by the Executive Vice President and his/her designee.

4. Attending any function when so requested by the administration.

D. FACULTY MEMBER BUSINESS LEAVE

1. The parties agree there may be personal conditions or circumstances which may require faculty member absenteeism for other reasons than heretofore mentioned. The Board agrees such leave, not to be accumulated nor deducted from sick leave, may be used under the following conditions.

    a. This leave shall be used only in situations of urgency, for the purpose of conducting personal business. This leave will be granted only if its transaction on weekends, after school hours or during vacation periods would cause undue hardship to the faculty member.

b. Each faculty member desiring to use such leave shall submit his/her request on the application form (provided by the Board) at least five (5) working days in advance of the anticipated absence except in cases of emergency; in such case, the faculty member shall apply as soon as possible. This form must be filed with the divisional chairperson, Academic Dean and Executive Vice-President. The general reason, unless extremely confidential (must then be presented orally to the Superintendent's designee), shall be briefly explained on the form.

c. Such leave shall not be used for seeking other employment, rendering services or working either with or without remuneration for themselves or for anyone else, for religious purposes, for hunting, fishing or other recreational activities. It is further understood such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period or holiday (exceptions: graduation exercises for the faculty member's spouse, son or daughter; honors convocation honoring the faculty member, and for reasons beyond the control of the faculty member, recognizing the burden of proof for such reason is the sole responsibility of the faculty member.)

2. A maximum of two (2) days per school year.

E. ASSOCIATION PRESIDENT LEAVE

Upon written request from the Association, the Association President shall be granted a leave from his/her regular assignment up to 10 hours per semester with full salary and benefits provided the Association shall reimburse the Board for the full cost of such salary and benefits.

ARTICLE X

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is a claim by one (1) or more faculty members or by the Faculty Association that there has been a violation or misapplication of any term of this Agreement or of any rules, order or regulation of the Board affecting the terms and conditions of employment of Junior College faculty members.

2. Types of Grievance

   a. Type A - A claim based upon an event or condition which is not included in this Agreement which affects the welfare or condition of employment may be processed through Level Four (4) but will not be arbitrable.

   b. Type B - A claim based upon a violation or improper application of this Agreement may be processed through Level Five (5) including binding arbitration.

3. If a grievance is to be filed, it must be done at Level One by the aggrieved faculty member or members. If, however, he/she or they desire not to do so, the Association may file that grievance on behalf of such faculty member or members. If any individual grievant desires not to join in signing or processing a grievance, his/her identity shall not be disclosed during the processing of the grievance under this Article nor shall the Board be required to take any action, including the payment of back pay, with respect to any such faculty member who declines to sign or file the grievance.

4. Any grievance filed by the Association shall be filed at Level Three within thirty (30) days after any official of the Association has or reasonably should have had knowledge of the occurrence of the event giving rise to the grievance.

5. In the event a "class" (a large group of faculty members are directly affected) grievance is filed, individual signatures may be waived by mutual agreement in writing between representatives of the Association and the Board.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance as defined in A.2.a. of this Article to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association provided the adjustment is consistent with the terms of this Agreement.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the faculty member within the time limits specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. In the event the administrator fails to take appropriate action within the time limits specified, the grievance is eligible for submission by aggrieved to the next level of the grievance procedure. The time limits specified may, however, be extended by mutual agreement between the aggrieved and appropriate Board representative at the particular level involved. The Association and the Board will jointly design the grievance form. A supply of the forms shall be on file with the Association, the President, and the Administrator of Labor Relations.

Grievances shall be processed as follows:

1. Level One

   a. A faculty member shall within ten (10) working days of having knowledge of a grievance orally discuss the matter with the appropriate college administrator (such administrator shall be designated by the Dean or his/her assistant) with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and he/she wishes to further pursue the matter, he/she shall file the grievance in writing to that appropriate administrator named above. The written grievance must be submitted within five (5) working days following date of oral discussion. Copies shall be submitted by the aggrieved to the President, the Administrator of Labor Relations, and the Faculty Association.

   b. The appropriate administrator shall within five (5) working days of the filing date submit a written answer to the aggrieved. That administrator shall submit copies of his/her answer to the President, the Administrator of Labor Relations, and the Faculty Association.

2. Level Two

   a. If the aggrieved is not satisfied with the written disposition of the grievance at Level One, he/she may within five (5) working days after receipt of the written answer in Level One file written notice thereof to the President or designee stating the reason for dissatisfaction. The aggrieved shall submit a copy of his/her written notice to the Administrator of Labor Relations. At this level, the grievance must be co-signed by the aggrieved and the Association.

   b. Within five (5) working days of receipt of such grievance, the President or designee will meet with the aggrieved to discuss the issue. Association representatives may be present and shall be present at the request of either the President or the aggrieved. A written answer shall be given within five (5) working days after such meeting. Copies of this answer shall be submitted to the Association and Administrator of Labor Relations.

3. Level Three

   a. If a satisfactory settlement cannot be concluded in Level Two, the aggrieved may within five (5) working days after receipt of the written answer in Level Two submit written notice of dissatisfaction to the Administrator of Labor Relations.

   b. Within ten (10) working days of receipt of the written grievance, the Assistant Superintendent of Employer/Employee Relations shall meet with the Association representative as soon as practicable in an effort to resolve the grievance. The faculty member or members who filed the grievance shall be present at the request of either the Administrator of Labor Relations or the Association. A written answer shall be given within fifteen (15) working days after receipt of the written grievance. Copies shall be submitted to the President, the aggrieved, and the Association.

4. Level Four

   a. If the grievance is not resolved to the satisfaction of the aggrieved, it may within five (5) working days thereafter be transmitted to the Secretary of the Board with a statement of the reasons why it is being appealed. At its next regular meeting, the Board will consider the grievance and may hold a hearing thereon, may designate one or more of its members to hold the hearing, or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board or a committee thereof shall make a final decision thereon within fifteen (15) days after that regular meeting.

5. Level Five

   a. If the decision of the Board is not satisfactory to the aggrieved and the matter is a grievance as defined in A.2.b., above, the grievance may be submitted to arbitration by written notice given by the Association within fifteen (15) days after receipt of the Board's decision. An impartial arbitrator shall be promptly selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he/she shall be selected in accordance with the rules and procedures of the American Arbitration Association or the Michigan Employment Relations Commission.

b. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement, and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be final and binding on all parties.

c. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

D. TIME LIMITS

No grievance or claim shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

E. NON-GRIEVABLE ITEMS

The following matters shall not be the basis of any grievance or claim filed under the procedure outlined in this Article:

1. The termination of services or failure to reemploy any probationary teacher.

2. The placing of a non-tenure teacher on a third year of probation.

3. The Preamble

ARTICLE XI

NO STRIKE CLAUSE

A. NO STRIKE

During the term of this Agreement neither the Association nor any persons acting in its behalf nor any individual faculty member will cause, authorize or support, or take part in any strike (i.e., the concerted failure to report for duty, or the concerted absence of faculty members from their positions, or concerted stoppage of work or abstinence in whole or in part from the full, faithful, and proper performance of the faculty members' duties of employment).

B. DISCIPLINE OR PENALTIES

Willful violation of this Article by any faculty member or group of faculty members will constitute just cause for discharge and/or the imposition of discipline or penalties. Nothing contained herein shall restrict the Board in the exercise of any rights granted to it by law in connection with the violation of any of the provisions of the Article.

C. VIOLATION

Violation of any terms, sections, or provisions of this Agreement by any faculty member or members shall constitute just cause for disciplinary action up to and including discharge.

ARTICLE XII

LAYOFF — NEW POSITIONS

A. LAYOFF

For reasons of over-staffing, the Board may cause the necessary number of faculty members to be laid off without pay and without benefits under the following procedure:

1. The Board shall request and consider voluntary layoffs first.
2. Mandatory layoffs for full-time faculty members, in addition to the above, shall take place in inverse order of faculty appointments within each subject matter discipline or a divisional plan which is accepted by both the Faculty Association and the Board.
3. In the event the college administration elects to remove an academic program, the Board shall provide a sixty day layoff advance warning to faculty members affected by such removal.
4. No part-time faculty member shall be employed so long as qualified full-time faculty are on layoff. Divisional precedent(s) will be used to determine qualification.
5. Recall shall be in subject matter discipline but in inverse order of the faculty placed on the mandatory layoff list (full-time faculty) and followed by recalling those faculty members who were placed on the voluntary layoff lists or by implementing a divisional plan which is accepted by both the Faculty Association and the Board.
6. Such recall shall reinstate all credit and benefits to the faculty member pursuant to the Agreement in effect at such time of recall.
7. No new employee shall be appointed while there are available faculty members on the layoff list who are qualified to fill the vacancy and provided that the recalled faculty member reports to his/her assignment within fifteen (15) days from the date of recall notification or unless otherwise mutually agreed to by the parties involved. Continuing Education and Summer College are excluded from the above procedure for faculty layoffs.

B. NEW POSITIONS

The following procedure will be in effect when new position(s) within the bargaining unit are established during the duration of this Agreement:

1. The Board will develop a job description and wage rate for the new position.
2. The job description and wage rate, as developed by the Board, will be explained to the Association representative with the

object of obtaining agreement on wages and working conditions. The rate may be installed without agreement subject to adjustment as provided below.

3. When a wage rate for a new position is installed, the faculty member affected may, at any time within ninety (90) days from receipt of the job description and rate, file a Type A grievance alleging that the classification is improperly described and/or that such new rate does not bear a fair wage relationship to the wage rate structure in the same school system. Such grievance shall be adjusted under the grievance procedure of this Agreement. If such grievance is settled at any step of the grievance procedure, the settlement shall be effective as of the date when the employee or employees were assigned to the new position.

C. The President of the Association shall be notified of all job openings for college faculty, administration or support staff.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. AGREEMENT COPIES

Copies of this Agreement shall, at the expense of the Board, be presented to all faculty members.

B. CONTRARY TO LAW

If any provisions of this Agreement or any application of this Agreement is found to be contrary to law, such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

C. FACILITIES PRIORITY

The Junior College program shall have first priority in the use of facilities normally assigned to Junior College.

D. TUBERCULIN SKIN TESTS AND/OR X-RAYS

Pursuant to the requirement of the State of Michigan, each faculty member shall receive, at no cost to the employee, a tuberculin chest x-ray and/or tuberculin skin test provided the employee reports on dates and places scheduled by the Board. The Board nurse shall specify which of the above will be administered. Each employee receiving the tuberculin test from the Board must have the test read by the school nurse or her/his designee at the time and place designated at the time the test was given. All other readings shall be considered invalid and the test must be repeated. The results from other valid testing agencies will be accepted by the Board.

E. AUTOMOBILE VANDALISM AND/OR THEFT

Reimbursement to the faculty member (one-half time or more) for validated damage to personal automobile property due to vandalism and/or theft shall be made under the following conditions:

1. The faculty member is acting in the line of duty when such loss occurs and the automobile is parked in the designated area as assigned by the building administrator.

2. Such loss occurs during the time the faculty member was acting in the line of duty.

3. The faculty member's insurance carrier or the faculty member has paid the first claim, (during the duration of this Agreement under conditions 1. and 2. above) except the Board will pay the first $100.00 or the claim, whichever is less.

4. The items damaged or stolen are attachments to and are regular accessories of the automobile. Note: Tapes and tape decks are not considered to be a regular accessory.

5. The automobile was secured (windows locked, doors locked).

6. The damage was properly reported to the police or school liaison officer and building administrator immediately after the discovery of loss.

7. The faculty member signs the claim form stating the damage and/or loss was, to the best of that faculty member's knowledge, done while he/she was acting in the line of duty and stating the location in which the auto was parked. At least two (2) estimates from reputable local businesses shall be attached. The forms will be obtained from the Business Office located at 143 Bostwick, N.E.

ARTICLE XIV

NEGOTIATIONS PROCEDURE

A. Re-negotiation of this Agreement for the subsequent years shall be commenced no later than June 15, 1989. Such negotiations shall include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement shall be reduced to writing and signed by the Board and the Association.

B. If the negotiations described in this section (A above) have reached an impasse, the procedure described in Act 379 and its amendments of the Michigan Public Acts of 1965 will be followed.

C. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

D. Neither the Board nor the Association shall have any control over the selection of the bargaining representative of the other.

ARTICLE XV

DURATION OF CONTRACT

This Agreement shall be effective as of August 20, 1987, and shall continue in effect until August 20, 1989.

THE BOARD OF EDUCATION OF THE GRAND RAPIDS PUBLIC SCHOOLS	THE FACULTY ASSOCIATION OF THE GRAND RAPIDS JUNIOR COLLEGE
BY ____________ Its President	BY Thomas M. Hoffman Its President
BY ____________ Secretary to the Board	BY Mary J. Oliver Its Secretary
BY Rosana G. Rodriguez Its Chief Negotiator	BY Richard ____________ Its Chief Negotiator

1987

JANUARY

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IMPORTANT DATES

JANUARY
1 New Year's Day
19 Martin Luther King, Jr Day

FEBRUARY
12 Lincoln's Birthday
14 Valentine's Day
16 Washington's Birthday - Obsvd
22 Washington's Birthday

MARCH
4 Ash Wednesday
17 St Patrick's Day

APRIL
12 Palm Sunday
14 Passover
17 Good Friday
19 Easter Sunday

MAY
10 Mother's Day
16 Armed Forces Day
18 Victoria Day (Canada)
25 Memorial Day - Obsvd
30 Memorial Day

JUNE
14 Flag Day
21 Father's Day

JULY
1 Canada Day (Canada)
4 Independence Day

SEPTEMBER
7 Labor Day
24 Rosh Hashanah

OCTOBER
3 Yom Kippur
12 Columbus Day
12 Thanksgiving Day (Canada)
24 United Nations Day
31 Halloween

NOVEMBER
3 Election Day
11 Veterans Day
26 Thanksgiving Day

DECEMBER
16 Hanukkah
25 Christmas Day

JULY

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IMPORTANT DATES

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12 Lincoln's Birthday
14 Valentine's Day
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17 Ash Wednesday
22 Washington's Birthday

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17 St Patrick's Day
27 Palm Sunday

APRIL
1 Good Friday
2 Passover
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21 Armed Forces Day
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12 Rosh Hashanah
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OCTOBER
10 Thanksgiving Day (Canada)
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8 Election Day
11 Veterans Day
24 Thanksgiving Day

DECEMBER
4 Hanukkah
25 Christmas Day

JULY

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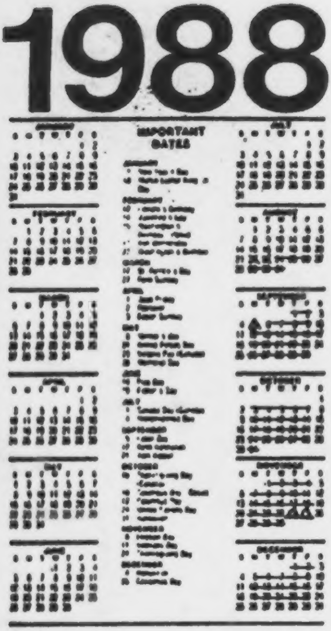
1987-88 Academic Year

X	Administration Days	4
-	Instructional Days	172
Δ	Holidays	4
	Total Days	180

May 20, 1988 Commencement Program (faculty shall attend)

APPENDIX A-2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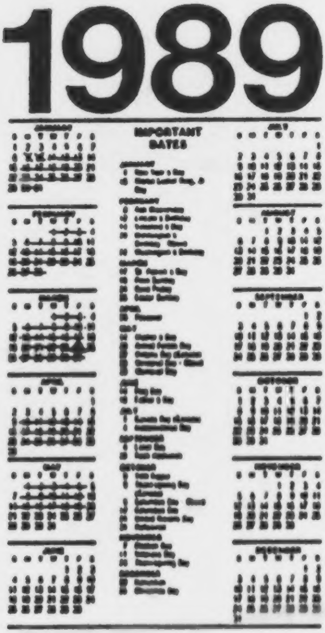
IMPORTANT DATES


1989

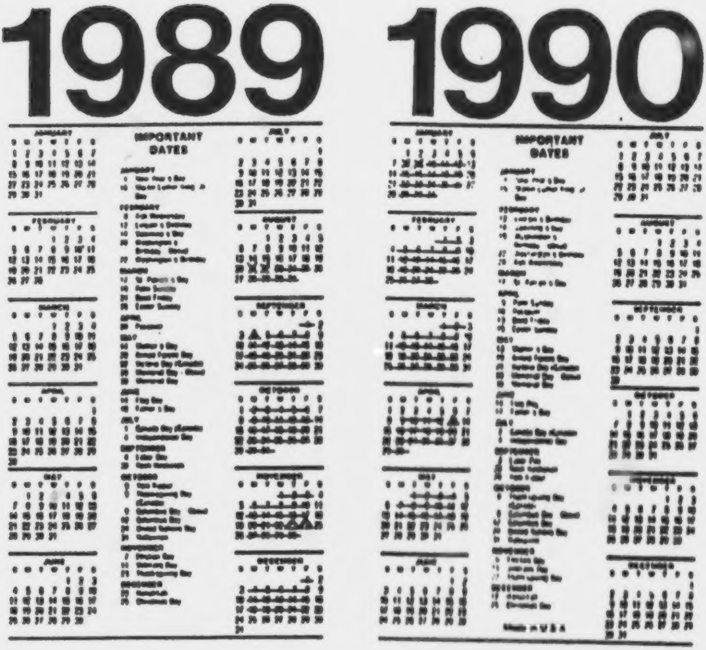
IMPORTANT DATES

1988-89 Academic Year

X	Administration Days	4
-	Instructional Days	172
▲	Holidays	4
	Total Days	180

May 19 Commencement Program (faculty shall attend)

APPENDIX A-3


1989 1990

IMPORTANT DATES

1989-90 Academic Year

X	Administration Days	4
–	Instructional Days	172
Δ	Holidays	4
	Total Days	180

May 18 Commencement Program (Faculty shall attend)

APPENDIX B-1

EFFECTIVE AUGUST 20, 1987

1987-88
Salary Schedule

A.

Step	Non-Degree School Year	Bachelors Degree School Year	Masters Degree School Year
1	15,280	20,402	22,306
2	15,836	21,105	23,037
3	16,333	21,779	23,828
4	16,949	22,657	24,764
5	17,593	23,476	25,730
6	18,353	24,501	26,754
7	19,202	25,643	27,838
8	20,051	26,754	28,979
9	21,105	27,955	30,530
10	22,130	29,418	31,965
11	23,271	30,940	33,780
12	24,383	32,463	36,532
13	24,658	32,738	36,807

Step	Non-Degree 44 Week	Bachelors Degree 44 Week	Masters Degree 44 Week
1	17,798	23,798	26,022
2	18,442	24,588	26,843
3	19,026	25,408	27,750
4	19,788	26,403	28,891
5	20,491	27,369	30,032
6	21,398	28,569	31,203
7	22,422	29,858	32,433
8	23,388	31,203	33,780
9	24,588	32,609	35,594
10	25,789	34,307	37,263
11	27,135	36,034	39,342
12	28,423	37,849	42,620
13	28,698	38,124	42,895

B. ADDITIONAL REMUNERATION FOR ADVANCED TRAINING BEYOND A MASTER DEGREE WILL BE AS FOLLOWS:

Courses to be used toward Master plus credit must be graduate level (exceptions solely with prior approval from the Executive Vice President). It is the responsibility of the employee to submit written verification of the above in a timely manner to the Personnel Office. No retroactive payments shall be made.

Addition remuneration will be paid for the first semester if written verification is submitted on or before September 30 and will be paid for the second semester if submitted on or before February 16. If verification is submitted after the above dates, the additional renumeration will begin at the beginning of the next semester.

1. Masters + 10 = 2% of Masters Step 1
2. Masters + 20 = 3% of Masters Step 1
3. Masters + 30 = 4% of Masters Step 1
4. Specialist = 5% of Masters Step 1
5. Doctorate = 10% of Masters Step 1

C. A faculty member requested by the administration to work, in his/her regular assignment, before the school year or during school year vacation periods or beyond the school year shall be compensated at the rate of two percent (2%) of his/her regular school year salary per one (1) full week (5 days) of work.

APPENDIX B-2

EFFECTIVE AUGUST 22, 1988

1988-89
Salary Schedule

A.

Step	Non-Degree School Year	Bachelors Degree School Year	Masters Degree School Year
1	15,968	21,320	23,310
2	16,549	22,055	24,074
3	17,068	22,759	24,900
4	17,712	23,677	25,878
5	18,385	24,532	26,888
6	19,179	25,604	27,958
7	20,066	26,797	29,091
8	20,953	27,958	30,283
9	22,055	29,213	31,904
10	23,126	30,742	33,403
11	24,318	32,333	35,300
12	25,481	33,923	38,176
13	26,081	34,524	38,777

Step	Non-Degree 44 Week	Bachelors Degree 44 Week	Masters Degree 44 Week
1	18,599	24,869	27,193
2	19,272	25,694	28,051
3	19,882	26,551	28,999
4	20,678	27,591	30,191
5	21,413	28,601	31,383
6	22,361	29,855	32,607
7	23,431	31,202	33,892
8	24,440	32,607	35,300
9	25,694	34,076	37,196
10	26,950	35,851	38,940
11	28,356	37,656	41,112
12	29,702	39,552	44,538
13	30,303	40,153	45,139

B. ADDITIONAL REMUNERATION FOR ADVANCED TRAINING BEYOND A MASTER DEGREE WILL BE AS FOLLOWS:

Courses to be used toward Master plus credit must be graduate level (exceptions solely with prior approval from the Executive Vice President). It is the responsibility of the employee to submit written verification of the above in a timely manner to the Personnel Office. No retroactive payments shall be made.

Addition remuneration will be paid for the first semester if written verification is submitted on or before September 30 and will be paid for the second semester if submitted on or before February 16. If verification is submitted after the above dates, the additional renumeration will begin at the beginning of the next semester.

1. Masters + 10 = 2% of Masters Step 1
2. Masters + 20 = 3% of Masters Step 1
3. Masters + 30 = 4% of Masters Step 1
4. Specialist = 5% of Masters Step 1
5. Doctorate = 10% of Masters Step 1

C. A faculty member requested by the administration to work, in his/her regular assignment, before the school year or during school year vacation periods or beyond the school year shall be compensated at the rate of two percent (2%) of his/her regular school year salary per one (1) full week (5 days) of work.

APPENDIX C

A. CONTINUING EDUCATION, INTERIM, SUMMER COLLEGE AND OVERLOAD

1. Contact Hourly Rates - 1987-88 - Effective August 20, 1987 (Step 1 divided by 32)

a. Non-Degree - - - - - - - -	$478
b. Bachelors Degree - - - -	$638
c. Masters Degree - - - - -	$697

2. Contact Hourly Rates - 1988-89 - Effective August 22, 1988 (Step 1 divided by 32)

a. Non-Degree - - - - - - - - -	$499
b. Bachelors Degree - - - - -	$666
c. Masters Degree - - - - - -	$728

B. If a faculty member's load is below the required assignment to fulfill the normal load, he/she will have the above amounts deducted from each hour below the normal assignment to 28. If the load is less than 28 hours, see Article VII, Section A.2.

C. Schedule for new adjunct faculty, effective January 1, 1988, (Adjunct Step 5 computed by Salary Schedule - Step 1 divided by 32). Those persons having worked prior to August of 1982 but not since that date will be considered new adjunct faculty. Step advancement will be based on two (2) semesters.

1987-88

Step	Non-Degree	Bachelors	Masters
1	424	501	520
2	450	531	567
3	478	563	603
4		597	645
5		638	697

1988-89

Step	Non-Degree	Bachelors	Masters
1	443	524	543
2	470	555	593
3	500	588	630
4		624	674
5		667	728

APPENDIX D

NON-CREDIT PRODUCT SERVICE SCHOOL

Non-Credit Product Service School and non-credit National Science Foundation and National Defense Education Act seminars and workshops will be recognized for Masters + 10, Masters + 20, or Masters + 30 under the following conditions:

1. Request must be made in writing on the form provided by the Board at least ten (10) days prior to the commencement of the course. Such request must include the course name, description, date, and the name of the source of training offering the course.

2. Such courses or workshops must be equivalent to college credit courses.

3. The courses must be related to the faculty member's regular Junior College assignment. The administration's judgment of this condition is final and binding and is not subject to the grievance procedure.

4. Approval or disapproval shall be submitted to the faculty member in writing.

5. Twelve to fifteen hours of instruction shall be equal to one (1) semester hour of credit.

APPENDIX E

EXTRA-CURRICULAR REMUNERATION

A. Remuneration for extra-curricular and coaching assignments and for services rendered will be the percentage as indicated below of the Masters Step 1.

Assignment	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
Coaching of Forensics and/or Drama	2%	3%	4%	5%	6%
Coaching of Debate	6%	7%	8%	9%	10%
Collegiate Sponsor	10%	11%	12%	13%	14%
Display Sponsor	10%	11%	12%	13%	14%
*Instrumental Music Dir.	6-9%	7-10%	8-11%	9-12%	10-13%
*Vocal Music Dir.	6-9%	7-10%	8-11%	9-12%	10-13%
Football	17%	18%	19%	20%	21%
Asst. Football	10%	11%	12%	13%	14%
Hd. Basketball	12-17%	13-18%	14-19%	15-20%	16-21%
Asst. Basketball	10%	11%	12%	13%	14%
Wrestling	12%	13%	14%	15%	16%
Asst. Wrestling	6%	7%	8%	9%	10%
Vars. Baseball and Softball	9-13%	10-14%	11-15%	12-16%	13-17%
Asst. Baseball and Softball	6%	7%	8%	9%	10%
Track	12%	13%	14%	15%	16%
Asst. Track	6%	7%	8%	9%	10%
Swimming & Diving	10-12%	11-13%	12-14%	13-15%	14-16%
Asst. Swimming & Diving	6%	7%	8%	9%	10%
Golf	9%	10%	11%	12%	13%
Cross Country	9%	10%	11%	12%	13%
Asst. Cross Country	5%	6%	7%	8%	9%
Tennis	7-9%	8-10%	9-11%	10-12%	11-13%
Volleyball	10%	11%	12%	14%	15%
Asst. Volleyball	6%	7%	8%	9.5%	10%
Eligibility & Ticket Mgr.	7%				
Equipment Mgr.	6%				
Radiation Safety Officer	7%				
Culinary Coach	6%				
Cheerleader Coach	6%				

B. ATHLETIC MANAGEMENT

1. The Athletic Director shall be paid in the amount indicated per year above his/her regular contract salary: 1987-88, $3,513.00; 1988-89, $3,671.00. He/she shall be assigned an 18 credit/contact hour teaching load per year or its equivalent.

2. The Assistant Athletic Director shall be paid in the amount indicated per year above his/her regular contract salary: 1987-88, $1,756.00; 1988-89, $1,835.00.

*Instrumental and Vocal Music positions to carry 9, 10, 11, 12, 13% schedule with the stipulation that if two (2) persons are carrying out the responsibilities that the compensation be split 2/3 and 1/3. If the positions have but one (1) person, then the compensation will be at the lesser amount as indicated.

C. DIVISIONAL CHAIR

1. Each divisional chairperson shall work the equivalent of five (5) additional days assigned at the discretion of the appropriate instructional Dean.

2. Remuneration for each divisional chairperson shall be in the amount indicated per year above his/her contract salary: 1987-88, $3,513.00; 1988-89, $3,671.00.

3. Divisional chairperson shall be assigned a 24 credit/contact hour teaching load per year or its equivalent.

APPENDIX F

PAY RATES, IN CONTACT HOURS (CH), FOR "PROJECT SEMINAR" COURSES

No. Students	Course 291 1 Cr	Course 292 2 Cr	Course 293 3 Cr
1	1/15 = 0.133 CH	1/7.5 = 0.267 CH	1/5 = 0.400 CH
2	2/15 = 0.133 CH	2/7.5 = 0.267 CH	2/5 = 0.400 CH
3	3/15 = 0.267 CH	3/7.5 = 0.533 CH	3/5 = 0.800 CH
4	4/15 = 0.267 CH	4/7.5 = 0.533 CH	4/5 = 0.800 CH
5	5/15 = 0.333 CH	5/7.5 = 0.667 CH	5/5 = 1.000 CH
6	6/15 = 0.400 CH	6/7.5 = 0.800 CH	6/5 = 1.200 CH
7	7/15 = 0.467 CH	7/7.5 = 0.933 CH	7/5 = 1.400 CH
8	8/15 = 0.533 CH	8/7.5 = 1.067 CH	8/5 = 1.600 CH
9	9/15 = 0.600 CH	9/7.5 = 1.200 CH	9/5 = 1.800 CH
10	10/15 = 0.667 CH	10/7.5 = 1.333 CH	10/5 = 2.000 CH
11	11/15 = 0.733 CH	11/7.5 = 1.467 CH	11/5 = 2.200 CH
12	12/15 = 0.800 CH	12/7.5 = 1.600 CH	12/5 = 2.400 CH
13	13/15 = 0.867 CH	13/7.5 = 1.733 CH	13/5 = 2.600 CH
14	14/15 = 0.933 CH	14/7.5 = 1.867 CH	14/5 = 2.800 CH
15	15/15 = 1.000 CH	15/7.5 = 2.000 CH	15/5 = 3.000 CH

Each credit hour requires 16 contacts per semester.
See memo of understanding dated November 29, 1983.

MI

1986-1988

AGREEMENT

between

Kalamazoo Valley Community College

and the

Kalamazoo Valley Community College Faculty Association

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AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between the Kalamazoo Valley Community College (hereinafter called the "Employer") and the Kalamazoo Valley Community College Faculty Association (hereinafter called the "Association");

WITNESSETH:

ARTICLE 1

RECOGNITION

The Employer recognizes the Association as the exclusive representative for purposes of collective bargaining of all full-time ten-month instructional faculty members, program counselors, and librarians in respect to wages, hours and other terms and conditions of employment.

ARTICLE 2

ASSOCIATION RIGHTS AND RESPONSIBILITIES

2.1 Association Rights. In order to facilitate the administration of this Agreement, the Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

2.11 Meeting Facilities. The use of College facilities at reasonable hours for the conduct of Association meetings, provided that such use shall not interfere with the Employer's use of the facilities and that the Association shall reimburse the Employer for any additional reasonable expenses occasioned by such use.

2.12 Services and Equipment. The use of designated equipment, provided that such use shall not interfere with the Employer's use, shall not require the services of any non-bargaining unit employee and shall not be used by any employee in such manner as to interfere with the discharge of his employment duties or the discharge of the duties of any other employee. The Employer shall be promptly reimbursed by the Association for all supplies used and for any damage.

2.13 Employee Communications. The Association shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, or sections thereof, or the reasonable use of the College mail service. All materials shall bear the name of the Association and the name of the person authorizing the posting or distribution thereof. No Association materials of any kind shall be displayed on or about the physical facilities of the College except on the designated bulletin boards and no displayed material shall be derogatory to the Employer nor to any employee. The Association shall save and

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hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.

2.14 Deduction of Membership Dues. Association members may elect on or before the third Friday in September to pay their local, MEA and NEA membership dues through payroll deduction by submitting a written authorization to the Payroll Office on a form acceptable to the Employer. Any such authorization shall continue in effect until revoked in writing by the Association member. A revocation shall become effective at the beginning of the first regular payroll period subsequent to the date on which it is received in the Payroll Office. The Association shall certify in writing to the Employer annually, no later than the third Friday in September, the authorized amount to be deducted from each Association member electing payroll deduction. The Employer shall deduct the authorized amount from each Association member's pay in sixteen (16) substantially equal bi-weekly installments beginning in October of each work year, and transmit within fifteen (15) days the total deductions to the Association together with a list setting forth the name of each Association member for whom deductions were made. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies within twenty (20) days.

2.15 New Bargaining Unit Member Notification. The Employer recognizes the Association's need and responsibility to meet new bargaining unit members for the purpose of orientation to the Association and the Agreement. The Employer will make every attempt to provide names, addresses and telephone numbers of new full-time bargaining unit members to the President of the Association at least two weeks prior to the first day of the new member's professional obligation. Further, the Employer will provide the President of the Association with information regarding the dates, times and places of scheduled Employer orientation activities for new bargaining unit members as soon as such activities have been scheduled.

2.2 Association Responsibilities. The Association shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

2.21 Non-Discrimination. The Association agrees that it will not discriminate against any faculty member in the bargaining unit by reason of sex, race, religion, marital status, age, national origin, handicap, pregnancy, physical stature or any other reason prohibited by law.

2.22 Association Responsibilities. The Association shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

2.23 Concerted Activities. The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

2.24 Association Activities. Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives from having such reasonable contact with members of the Association as shall be necessary to ascertain that the terms of the agreement are being observed.

ARTICLE 3

EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 Professional Appointments.

3.11 Term Appointments. A new employee shall be employed on an annual appointment basis only.

3.111 Renewal. Each one-year appointment of an employee on a term appointment will be renewed for an additional year unless a notice of discontinuance is given, provided that not more than three (3) renewals shall be granted.

3.112 Discontinuance. A written notice of discontinuance shall be given to an employee at least sixty (60) calendar days prior to the end of the employee's work year. If the employee shall request in writing a hearing within fifteen (15) calendar days of the notice of discontinuance, the Employer Board of Trustees shall review the employment records of such employee for the purpose of determining whether the discontinuance of the employee's services at the end of the letter of appointment shall be affirmed. The failure to renew the letter of appointment shall not be subject to the grievance procedure and shall terminate the employee's appointment with the Employer at the end of his current letter of appointment.

3.12 Terminal Appointment. An employee may be appointed to not more than one (1) one-year terminal appointment following the work year in which a continuing appointment has been denied. Such employee will not be reconsidered for a continuing appointment.

3.13 Continuing Appointments.

3.131 Automatic Appointment. An employee shall automatically be granted a continuing appointment upon the successful completion of his final term appointment, unless the Employer shall have given notice of discontinuance as hereinabove provided.

3.132 Appointment. A continuing appointment shall be automatically renewed for the next work year until the death, disability, retirement, disciplinary discharge, voluntary termination or involuntary termination of an employee.

3.133 Involuntary Termination Procedure. An employee on a continuing appointment may be involuntarily terminated only for reasonable and just cause, and such termination shall be subject to the grievance procedure. The employee may be suspended with or without compensation or benefits pending such determination. Nothing in this agreement shall limit the right of the Employer to adopt one or more policies concerning the retirement or disability of its employees.

3.2 Personnel Files. The Employer shall cause an official personnel file to be established and maintained for each employee in accordance with the following guidelines, namely:

A. The employment portion of the personnel file shall include records of education and employment, and such other records, documents and materials which are expressly required to be filed therein by the terms of this Agreement or by law. The performance portion of the personnel file shall include records, documents, and other materials relating to the professional activities and performance of an employee which are expressly required to be filed therein by the terms of this Agreement, including but not limited to evaluations, professional plans and development plans.

B. An employee shall be given written notice of the insertion or removal of any evaluative materials in the personnel file which adversely reflect on the character of the employee's professional services, or which are not positively identified as having been copied to the employee.

C. An employee shall have the right to review the contents of his personnel file upon reasonable prior request. A representative of the Association may accompany the employee at the request of the employee. The file shall be reviewed in the presence of an administrator, or his designee, responsible for the safekeeping of the file. The credentials and references of the employee shall not be subject to review.

D. An employee may request in writing that material be modified or removed from his file which the employee claims to be erroneous. Such written request shall set forth the factual basis for such claim. If the Employer shall fail within thirty (30) work days from receipt of such request to comply therewith, the employee shall have the right to insert in his file a written statement, or other relevant material, concerning such material. The objectionable materials shall be appropriately marked to show the existence of such employee filing.

E. The Employer will not release the contents of a personnel file to persons not within its employ except upon the written consent of the employee, unless otherwise required by law or judicial order.

3.3 Employee Conduct and Discipline

A. The Employer shall have the right to establish such standards of professional conduct and rules and regulations which are not in conflict with this Agreement.

B. No employee shall be disciplined without just cause and any such discipline shall be subject to the grievance procedure.

C. An employee shall be advised of his right to have a representative of the Association present and to have such Association representative present during any disciplinary action when such action will become part of the employee's personnel file. If a request for representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, provided that this provision shall not limit the right of the Employer to take such action as may necessarily be required prior to the arrival of such representative.

D. The Employer agrees to follow a policy of progressive discipline which minimally includes an oral or written warning, oral or written reprimand, suspension with or without compensation and/or benefits, or discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated such action.

3.4 Evaluation. The Employer shall be responsible for the performance evaluation of the professional employees and to observe such employees in the performance of their duties. The Employer, after consultation with the faculty, shall adopt reasonable written policies and administrative procedures for the conduct of such evaluations, which policies and/or procedures shall conform to the following guidelines:

3.41 Standards. Evaluations shall be primarily used for the purpose of improving the effectiveness of the employee in the performance of his professional duties.

3.42 Criteria. Evaluation criteria shall include:

- a. Demonstrated teaching effectiveness by instructional employees,
- b. Demonstrated use of knowledge for the benefit of students or other appropriate clients by non-instructional employees,
- c. Evidence of College contributions,
- d. Evidence of personal and professional growth and development.

3.43 Formal Evaluations. Each formal evaluation shall be in writing and shall include input from the employee, his peers, students (clients of non-instructional employees), administrators and such other information deemed by either party to be relevant and important. A copy of each formal written evaluation shall be furnished to the employee and the employee shall submit his written statement concerning it to the Employer.

3.44 Period.

3.441 An employee on a term appointment shall be formally evaluated at least once each work year, but may be evaluated more often at the discretion of the Employer.

3.442 An employee on a continuing appointment shall be formally evaluated at least once every three (3) years, but may be evaluated more often at the discretion of the Employer.

3.45 Other Factors. This formal evaluation shall not be deemed to be the only method of determining the effectiveness of the employee. The Employer may provide for such additional formal and informal evaluations as it shall determine to be necessary for the proper conduct of the educational program. All formal written evaluations which have been made in accordance with the procedures herein set forth shall be placed in the employee's personnel file. An evaluation shall not be subject to the grievance procedure, except to the extent that the Employer has failed to comply with the procedures herein established.

3.5 Subsidiary Rights.

3.51 Collective Bargaining. Whenever an employee is mutually scheduled by the parties to participate in collective bargaining during working hours, he shall suffer no loss of pay or benefits for time necessarily spent in carrying out such responsibilities.

3.52 Association President. The Employer will make reasonable effort to take into consideration the responsibilities of the Association President when scheduling his teaching assignments or determining his professional duties and responsibilities.

3.53 Consultation. The Employer will make reasonable effort to consult with employees concerning the selection of supervisors or instructional administrators whenever such positions are to be filled.

3.54 Academic Freedom. Within the law, full freedom of inquiry and teaching shall be maintained and encouraged. Each employee is entitled to freedom in the classroom in discussing his subject, but he shall avoid introducing into the teaching process controversial matter which has no reasonable relationship to the subject and shall not without just cause restrain a student from independent action in the student's pursuit of learning, and shall not without just cause deny the student access to varying points of view. An employee shall not deliberately suppress or distort subject matter for which he bears responsibility. When an employee speaks or writes as a citizen, he shall be free from institutional censorship or discipline provided that he does not represent himself as a spokesman for the College.

ARTICLE 4

MANAGEMENT RIGHTS

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and constitutions of the State of Michigan and the United States, and all rights and powers to manage the College and direct the employees of the College except as otherwise provided in this Agreement.

ARTICLE 5

PROFESSIONAL SERVICES

5.1 Professional Commitment. The parties recognize that the professional commitment of each employee cannot be precisely measured and that the full and adequate discharge of a professional employee's duties may require a greater commitment of time than that which has been scheduled, and the provisions herein shall be so applied and interpreted.

5.2 Instructional Employees.

5.21 Work Year. The normal work year will begin on or about the Wednesday preceding the last Monday in August and end on or about the second Saturday in May. The work year will consist of two (2) sixteen (16) week semesters plus ten (10) additional days for non-instructional purposes including, but not limited to, grading, preparation and in-service seminars. The Employer will prepare and publish a calendar at least thirty (30) calendar days preceding the first day of scheduled activities for the year. The Employer will schedule at least eight (8) but not more than fifteen (15) calendar days of vacation between the fall and spring semesters and not more than five (5) vacation days during the spring semester.

5.22 Work Week. The normal work week will be scheduled by the Employer between the hours of 7:30 a.m. and 10:30 p.m., Monday through Friday. Any work scheduled before 7:30 a.m. on any day or after 5:00 p.m. on Friday will be with the consent of the employee.

5.23 Work Day. The normal work day will be ten and one-half (10½) clock hours beginning with the first professional duty and ending upon completion of the last professional duty, except by agreement of the employee or where an overload assignment is involved.

5.24 Work Load. The normal work load will consist of:

a. A base teaching load of thirty (30) instructional units (I.U.) for the work year, provided that not more than eighteen and one-half (18½) units will be scheduled for a semester except by mutual consent between the employee and the College. A substantially equal base teaching load of fourteen (14) to sixteen (16) I.U.s for each semester of the work year may be assigned by the Employer. The initial work load assignment must be made not later than thirty (30) days before the beginning of the work year.

b. Posted and maintained weekly office/consultation hours at times appropriate for meeting student needs. Minimum posted hours shall be as follows:

Strategy	Base	Office Hours
Lecture/discussion, Standard lab, Clinics, Composition and Open Laboratory	Each course I.U., each semester	4
Independent Study/ Prior Learning Evaluation	Each student, each semester	2
Special Assignment	Assignment	As mutually agreed

Television and Audiovisual	Each 20 students	1 Per Week

Office hours shall be scheduled over the period and days the course(s) is(are) scheduled but in no event shall an employee schedule less than one (1) hour during each work week. If at least two (2) but less than six (6) hours are required during each work week such hours shall be scheduled on two (2) separate days. If six (6) or more hours during each work week are required, such hours shall be scheduled on three (3) separate days. Daytime office hours shall not be scheduled in less than one (1) hour blocks. Office hours after 5:00 pm shall not be scheduled in less than one-half (½) hour blocks.

c. Various professional responsibilities which are in addition to those assignments which carry instructional units. These responsibilities may include: participation in appropriate committees; faculty, curricular and center meetings; participation in ceremonial exercises; participation in in-service training programs; updating existing curricula and preparation of teaching aids; and such other activities as are reasonably required for the employee to remain current in the assigned area and for the discharge of the employee's professional responsibilities.

5.25 Work Scheduling. The Employer will schedule all work subject to the following:

a. An employee will not be required to teach more than three (3) consecutive lecture/discussion, composition or seminar class periods or have more than four and one-half (4½) clock hours of other instruction without a break of at least one-half (½) hour, except by agreement of the employee.

b. An employee will not be assigned a class before 9:30 a.m. on a day following a day a class assignment extended beyond 7:30 p.m., except by agreement of the employee or where an overload assignment is involved.

c. Classes which begin after 5:00 p.m. will be scheduled on an equitable basis subject to student needs and availability of qualified instructors. As a general guideline, an employee will not be scheduled to teach more than five (5) night classes during the work year where such classes require him to teach after 5:00 p.m.

d. Reasonable effort will be made to provide each employee forty-five (45) minutes for lunch between 10:30 a.m. and 1:45 p.m. and/or forty-five (45) minutes for dinner between 4:30 p.m. and 7:00 p.m.

e. Employees shall be provided with three (3) work days notice of meetings where attendance is required.

f. Except in his first two (2) years at the College, or by mutual agreement, an employee will be given thirty (30) calendar days prior notice if he is assigned, or may be assigned, to teach a course he has not taught at the College within the preceding two (2) years.

g. An employee may refuse an assignment in the fall semester which causes his work load to exceed eighteen and one-half (18½) I.U. or any assignment which causes his work load for the year to exceed thirty-one (31) I.U. Refusal to accept any such assignment will not be considered as a negative factor in his evaluation.

5.26 Overload. An employee will qualify for overload compensation if his work load exceeds eighteen and one-half (18½) I.U. for a semester and/or thirty (30) I.U. for the work year unless a waiver of this section is mutually agreed to pursuant to Article 5.24 A. Overload compensation will be paid for each one-tenth (1/10) I.U. in excess of the base assignment at the rate set forth in Article 7. An employee may refuse any assignment which is entirely overload and will not have such action considered as a negative factor in his evaluation.

5.27 Collateral Duties. If the Employer schedules a non-teaching assignment, the employee will receive appropriate I.U.'s as defined by the Special Assignment strategy in Appendix "A". Employees with collateral duty assignments will not be assigned conflicting schedules. An employee may refuse a non-teaching assignment and will not have such action considered as a negative factor in his evaluation.

5.28 Instructional Unit. One instructional unit is equal to one (1) contact hour of lecture/discussion instruction, or its equivalent as shown in Appendix "A".

5.3 Non-Instructional Employees. The parties recognize that the professional commitment of non-instructional employees includes professional development, College service, and other such activities as are required to carry out their assignments. The following provisions shall apply to these activities as well as to hours scheduled for providing services directly to students.

5.31 Work Year. The work year will be 1,480 clock hours and will begin on or about the second Monday in August and end on or about the last Saturday in May. The beginning and ending dates may be waived by mutual consent between the employee and the College.

5.32 Work Week. Except by mutual consent between the employee and the College the normal work week will be scheduled by the Employer between the hours of 7:30 a.m. and 10:30 p.m., Monday through Friday. Any work scheduled before 7:30 a.m. on any day or after 5:00 p.m. on Friday will be with the consent of the employee. Employees will not be required to work more than forty (40) hours per week, except where an overload assignment is involved.

5.33 Work Day. Except by mutual consent, the average work day will be eight (8) clock hours excluding a lunch or dinner period, as scheduled by the Employer.

5.34 Work Scheduling. The Employer will schedule all work subject to the following:

a. Except by mutual consent, each employee will be provided one (1) hour for lunch between 10:30 a.m. and 2:00 p.m. and/or one (1) hour for dinner between 5:00 p.m. and 7:00 p.m.

b. If an employee is assigned to teach a course, his normal schedule for non-instructional duties will be adjusted or he will receive overload compensation. In either case, the I.U.'s of the course assignment will be used as the basis for adjusting the work schedule or determining overload compensation.

c. If an employee participates in College committee activities or in other working groups, his regularly scheduled duties will be adjusted to allow time to perform such activities. The Employer will not be required to allow more than an average of three (3) hours each work week for all such assignments.

5.35 Overload. Overload compensation will be paid for each one-tenth (1/10) I.U. at the rate set forth in Article 7. An employee may refuse any assignment which is entirely overload and will not have such action considered as a negative factor in his evaluation.

5.4 Staff Reduction

5.41 General Procedures. If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees in a given subject area, field or program, or to eliminate or consolidate positions. The Employer may cause the necessary number of employees, beginning with those serving on term appointments, to be placed on lay-off in inverse order of their appointment within a subject area, subject to program needs as determined by the Employer. A lay-off shall suspend for the duration of the lay-off the obligation of the Employer to pay compensation or fringe benefits under any individual letter of appointment or under this Agreement.

5.42 Lay-Off.

5.421 Notice. The Employer will make reasonable effort to give each employee at least sixty (60) days notice of lay-off.

5.422 Reassignment. After notice of lay-off is given to an employee, the Employer will make every effort to place the employee in an available position in the bargaining unit for which he is qualified by virtue of education and experience.

5.43 Guidelines for Reinstatement

5.431 Procedure. When the Employer determines circumstances to be appropriate, each employee placed on lay-off shall be reinstated in the subject area from which he was laid off in inverse order of his placement on such lay-off. The Employer shall give written notice of recall from lay-off. Notification will be sent by mail to the last known address of the employee as filed by him with the Employer. If an employee shall fail to confirm in writing his intention to return to work within fifteen (15) days from the date of the mailing of such recall notice, unless an extension is granted in writing by the Employer, the employee shall be considered a voluntary quit and shall thereby automatically terminate his employment relationship with the Employer. The obligation of the Employer to rehire an employee shall terminate twenty-four (24) months following such lay-off.

5.432 Prior Status. Reinstatement of an employee shall not result in loss of status or credit for previous years of service.

5.433 Vacancies. No new appointment shall be made within a subject area to fill a vacancy while there is an employee on lay-off from the same subject area who is eligible to be reinstated and is qualified to fill the vacancy.

5.44 Limitations. The procedures herein set forth shall not apply to any reduction in the staff by virtue of the failure to reemploy an employee at the end of his letter of appointment, the involuntary termination of an employee for cause or the voluntary termination of an employee.

ARTICLE 6

AUTHORIZED ABSENCE

Since the absence of a professional employee generally has an adverse affect on the quality of the educational program, imposes increased responsibilities on other members of the professional staff, and increases cost, it is the responsibility of each employee to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the professional responsibilities of an employee nor to provide a form of additional compensation. Rather, they are intended to meet the legitimate humanitarian and professional needs of an employee in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

6.1 Sick Leave.

6.11 Use. Sick leave may be used for:

A. Any physical or mental condition which disables an employee from rendering professional services, excluding any condition compensable by worker's compensation or resulting from other employment except to the extent authorized by this agreement or expressly required by law.

B. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the College.

C. Physical examinations, medical, dental, or other health treatment which cannot reasonably be scheduled outside of the employee's regular work day.

6.12 Number of Days. Each employee shall be credited at the beginning of each work year with ten (10) days sick leave with pay. Employees employed after September 1 will be credited at the beginning of the term of employment with one (1) day of sick leave with pay for each month of scheduled employment or portion therof.

6.13 Used Days. Sick leave shall be charged against work days only in one-half (½) day increments and shall cease to accumulate and shall not be used by an employee during such period as the employee is on a leave of absence or is otherwise not regularly providing services to the College.

6.14 Unused Days. Unused sick leave shall accumulate up to a maximum of one hundred ten (110) days. If employment is terminated, any accumulated sick leave shall be cancelled and the employee shall not be compensated either in terminal pay or otherwise. If an employee shall not complete the work year, the Employer shall be reimbursed for any days or fractions of days used in excess of the proportionate leave days earned as of the termination date.

6.15 Insurance. Payment for sick leave shall be reduced by the amount of disability insurance benefits which the employee is eligible to receive under the terms of this Agreement.

6.16 Leave Authorization. When an employee illness results in an absence of more than two calendar weeks, that employee may be required by the Employer to have an examination at the Employer's expense. A competent medical authority of the Employer's choice will determine the need for continued absence.

6.2 Business Leave.

6.21 Use. Business leave shall be used only for business, professional or personal obligations which cannot reasonably be scheduled at a time which does not conflict with the performance of professional duties. It shall not be used for other employment or for social, recreational, vacation or other similar purposes.

6.22 Number of Days. Each employee shall be credited with two (2) days leave with pay annually. A maximum of four (4) days may be accrued.

6.23 Limitations. The Employer shall grant a business leave if

a. The employee has given three (3) work days prior notice, except in an emergency, and

b. The specific reason for the request is provided on the request for leave form, and

c. The employee has made adequate provision for the discharge of his professional responsibilities during his absence, unless such absence is required for reasons which could not reasonably have been foreseen and reasonable preparations could not have been made for such responsibilities, and

d. The request for leave does not include the first day of a professional obligation at the beginning of Fall or Spring semester, or after the ending Spring Recess; or, the last day of a professional obligation at the end of Fall or Spring semester, or before the beginning of Spring Recess. Requests for meritorious leave will be granted in demonstrable emergency situations which may be affected by these limitations.

6.24 Used Days. Business leave shall be charged against work days only in one-half (½) day increments.

6.3 Jury Leave. An employee shall be entitled to leave with pay, less any fees paid, for jury service if he is unable to be excused or to have such service rescheduled to a time which does not conflict with the discharge of his professional responsibilities. The employee shall return to his duties whenever his attendance in Court is not actually required.

6.4 Bereavement Leave. An employee shall be entitled to up to three (3) days leave with pay due to the death of his spouse, mother, father, child, stepchild, brother, sister, or his current mother-in-law, father-in-law, brother-in-law, or sister-in-law, or anyone who permanently resides with the employee to the extent reasonably required to attend the funeral of the deceased and/or to attend to personal matters arising from such death. Bereavement leave shall be charged against work days only in one-half (½) day increments.

6.5 Sabbatical Leave.

6.51 Eligibility and Purpose. An employee who has completed twelve

(12) compensated semesters out of sixteen (16) consecutive semesters of service to the College as a bargaining unit member since the employee's initial appointment or termination of a previously granted sabbatical leave, may be granted a sabbatical leave for the purpose of professional growth and renewal.

6.52 Application. A written application shall be filed not later than October 31 of the year prior to the work year for which such leave is requested and shall contain such information as that required for the processing of leave applications.

6.53 Leave Terms.

6.531 Salary. An employee on leave for a year may elect to be paid one-half (½) base salary for the year or full base salary for one (1) semester. The base salary shall be the amount he would have normally received during the leave period. The method of salary payment shall be agreed to by the employee and Employer in advance of the leave. An employee on leave for one (1) semester will be paid his base salary for the semester.

6.532 Fringe Benefits. To the extent that the employee is not covered by other insurance and is eligible to be continued as a participant in an existing insurance plan, the Employer shall pay its normal premium contribution.

6.533 Service Agreement. The employee shall sign an agreement that if he shall fail to return to the College as a professional employee for at least one (1) work year following the expiration of the leave, he will refund the full amount of all salary and benefits paid to him or on his behalf while on such leave.

6.54 Other Terms. The Employer shall not be required to grant any leaves under the provisions hereof and in no event more than four (4) in any one (1) work year. Eligibility for a leave and its terms shall be those in effect at the time the leave was granted together with such other terms which are not contrary to the terms of this Agreement as may have been agreed upon between the employee and Employer.

6.6 Meritorious Leave. The Employer may grant a leave of absence upon the request of an employee for reasons of general health, adoptions, family emergencies, funerals, or for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:

A. The past performance of the employee;

B. The staffing needs and other requirements of the College;

C. The length of service of the employee and the probability that the employee will return to the service of the College; and

D. The purpose or purposes of the leave.

Leave may be with or without pay and if with pay, may be charged against current or accumulated sick leave as mutually agreed between the Employer and the employee.

6.7 Leave Requests. All leaves are to be requested by the employee using a form provided by the Employer. Such form shall be submitted to the appropriate supervising dean in advance and as required by other leave provisions, or as soon as possible upon returning to duties following an employee illness or emergency.

ARTICLE 7

COMPENSATION AND BENEFITS

7.1 Compensation.

7.11 Basic Compensation.

7.111 Compensation Schedule. The basic compensation of each employee shall be as determined and set forth on Appendix "B".

7.112 Initial Compensation. The initial placement of an employee on the salary schedule who was not a member of the bargaining unit during the prior work year shall be determined by the Employer on the basis of such employee's education, experience (including military service and vocational experience), past professional performance, and the general availability of persons with similar qualifications.

7.113 Compensation Advancement. An employee shall advance to the next step on the salary schedule upon the completion of two (2) consecutive satisfactory semesters, provided that the employee shall have rendered professional services for more than sixty (60%) percent of the work year. For the purpose of this provision, an employee on a paid sick leave or sabbatical leave shall be deemed to have rendered professional services for the period of such leave.

7.114 Column Advancement and Adjustments. The Employer shall determine at the time of initial employment those credits previously earned by the employee, if any, which will be recognized for the purpose of subsequent column compensation advancement. After becoming an employee at the College, such employee may advance to Columns II, III or IV upon completion of:

a) The appropriate number of hours of graduate study in the employee's teaching field or in higher education or a combination thereof, provided that prior written approval of all such hours shall be obtained from the Dean of Instruction if they are to be applied to column movement, or

b) An approved professional development plan.

NOTE: Employees who have completed courses or begun an advanced degree program prior to August 25, 1986, with the intent of applying such course work or degree to a Column II or III advancement, may do so provided that notification of the anticipated column advance is provided to the Employer prior to October 1, 1986.

Advancement to Columns V and VI can be accomplished only by successful completion of a Development Plan approved by the Employer.

Employees who have completed requirements for a column advance must notify the Employer 30 days prior to the beginning of the work year for which column advancement is sought. Proof of eligibility for such advance must be provided to the Employer no later than 30 days after the beginning of such year. The employee shall be transferred to a new compensation group when proof of eligibility is received, with any salary adjustment to be effective at the beginning of the work year for which eligibility has been established.

7.12 Additional Compensation. An employee shall be entitled to receive compensation in addition to his basic compensation as follows:

7.121 Additional Assignments. The Employer may pay additional compensation for the performance of professional assignments requiring additional professional responsibility, effort, or skill. The amount of such compensation shall be determined by the Employer and the employee. The additional compensation shall terminate upon the completion of the assignment.

7.122 Substitute Instruction. An employee who serves as a substitute instructor, lab assistant or clinician shall be compensated at the rate of ten ($10.00) dollars for each clock hour of such service provided that the Dean of Instruction or his designee shall:

a) Be notified by the absentee instructor in advance of the anticipated absence.

b) Have made the substitute assignment.

7.123 Overload. An instructional employee shall be paid overload compensation at the rate of $350.00 for each instructional unit. One instructional unit equals forty (40) clock hours for non-instructional employees.

7.124 Non-Bargaining Unit Employment. If an employee is selected to provide professional services for professional assignments not within the bargaining unit, including the summer term, he shall be eligible to receive the compensation then in effect for such assignment.

7.125 Third Shift Assignments. When an employee accepts an assignment which occurs entirely between the hours of 10:30 p.m. and 7:30 a.m., additional compensation shall be made. Such adjustment shall be made by multiplying the instructional units normally associated with the assignment by a factor of 1.10.

7.2 Fringe Benefits. Each employee shall be eligible to receive a fringe benefit allowance in the amount and for the qualifying benefits described in or on Appendix "C".

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement which has not been resolved through the use of normal administrative procedures.

8.2 Grievance Levels.

8.21 Informal Adjustment. Prior to filing a written grievance, the Grievant shall meet with the party against whom such grievance is to be asserted for the purpose of attempting to adjust such alleged grievance without further proceedings. The request for the meeting must be made within ten (10) days from the time of the event or the time the Grievant reasonably should have known of the event.

8.22 Written Grievance. If the grievance is not satisfactorily resolved at the informal conference, the Grievant shall have ten (10) days within which to file a written grievance, which grievance shall include the following items A through F. Copies of the written grievance shall be provided to the party against whom the grievance is brought, the Employer, and the Association.

a. An identification of the Grievant(s),

b. The facts upon which the grievance is based,

c. The applicable portion(s) of the agreement allegedly violated,

d. The specific relief requested,

e. The date of the grievance, and

f. The signature of the Grievant.

A reply shall be provided to the grievant in writing within twenty (20) days from the receipt of the written grievance. Copies of this written reply shall be provided to the Employer and the Association.

8.23 Formal Conference. If the reply is not satisfactory and a request is made within ten (10) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request. The purpose of such formal conference shall be to seek a positive and constructive disposition of the grievance and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the grievance shall be in writing. If the parties are unable to reach agreement, the party against whom the grievance is filed shall file a reply within twenty (20) days after the completion of the formal conference, unless both parties shall request that the conference be adjourned and reconvened with a state mediator.

8.24 Arbitration. If the grievance is not satisfactorily resolved at the formal conference or before a state mediator, the grievance shall be submitted to arbitration if such request is made within thirty (30) days from the receipt of the formal conference reply.

a. The arbitrator shall be selected and the hearing conducted in accordance with the rules of the American Arbitration Association, provided, however, that:

(1) The arbitrator shall not have the authority to vary the terms of the Agreement nor to determine that any provision is unconstitutional nor contrary to any federal or state statute or regulation, it being expressly agreed that any such determination shall be made by a court of law. The arbitrator is expressly limited to the provisions of this contract when considering a grievance and rendering a decision.

(2) The arbitrator shall render his written decision within thirty (30) days from the conclusion of the hearing or the submission of arbitration briefs whichever shall be later.

b. Either party shall have the right within thirty (30) days from the receipt of the decision of the arbitrator to apply to a court of competent jurisdiction for a rehearing of the grievance both as to the facts and the law, provided, however, that if application is not made within such time the decision of the arbitrator shall be binding. The respondent may implement the Arbitrator's decision on an interim basis without prejudice to the respondent's right to a re-hearing.

8.3 General Procedures.

8.31 Definitions. As used in this article the word

a. "Grievant" means the party or employee filing the grievance. If a Grievant is an employee, he shall have the right to personally attend each conference or hearing and/or have an authorized representative present.

b. "Event" means the act or omission which the Grievant alleges violates one or more provision of this Agreement.

c. "Day" means a calendar day except a Saturday, Sunday or a scheduled holiday observed by the College as set forth in Article 9 of this Agreement or except a calendar day during the scheduled Christmas or Spring recess.

8.32 Form of Action. All grievances, replies and requests shall be in writing and shall be filed with each party.

8.33 Exclusions. The grievance procedure shall not apply to

a. A grievance by any employee who desires to assert his legal right to present such grievance directly to the Employer and have it adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

b. Any grievance in which other proceedings would result in "double jeopardy" to the respondent.

8.34 Withdrawals and Denials. Any grievance or request for advancement to the next grievance level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall automatically advance to the next grievance level unless withdrawn.

8.35 Place of Proceedings. All proceedings up to arbitration shall be held on the College campus. Arbitration hearings shall be held at a location selected by the arbitrator within Kalamazoo County and the cost of any facilities located off-campus shall be shared equally by the parties.

8.36 Costs. Any fee paid for the services of an arbitrator shall be shared equally by the parties, except as the arbitrator shall otherwise decide. Each party shall be responsible for its own costs.

8.37 Contract Termination. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

ARTICLE 9

GENERAL PROVISIONS

9.1 Contract Representatives. Each party may designate in writing the name of its authorized representative to administer the contract.

9.2 Notices. Any written notice pursuant to this Agreement shall be addressed and delivered as follows:

A.	Employer's Address:	(Contract Administrator) Kalamazoo Valley Community College 6767 West "O" Avenue Kalamazoo, MI 49009
B.	Association's Address:	(Authorized Association Representatives) Kalamazoo Valley Community College Faculty Association c/o Kalamazoo Valley Community College, 6767 West "O" Avenue Kalamazoo, MI 49009
C.	Employee:	As set forth in the records of the Employer

9.3 Successor Agreement. The negotiation of a new Agreement shall begin upon written request of either party made not earlier than March 1 of the year in which the Agreement expires.

9.4 Scope, Waiver and Alteration of Agreement. It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both of the contracting parties provided that nothing herein shall prohibit the Employer from adopting policies, initiating programs or entering into other agreements which are not contrary to the express terms of this Agreement and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

9.5 Interpretation. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

If any provision of this Agreement is invalidated, the parties will meet to renegotiate such invalidated provision. For the purpose of this Agreement,

A. Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.

B. The word "employee" means a ten-month full-time faculty member, program counselor or librarian employed within the bargaining unit and does not include any other person employed by the Employer such as administrators, twelve-month employees, part-time employees, seasonal employees, adjunct employees, or members of the support staff.

C. The rights of either party or of an employee to any benefits shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement in a subsequent agreement and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

D. An employee will not be required to work on Labor Day, Thanksgiving and the Friday following, Christmas Day, New Years Day, Good Friday, Memorial Day or any other holiday officially observed by the Employer during the work year and shall not be compensated therefor.

E. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

F. The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Employer, provided that the work year shall not be extended beyond the end of the regularly scheduled work year without the consent of the Association.

G. Any individual contract or letter of agreement between the Employer and an employee for the performance of duties which are subject to the terms of this Agreement, shall be subject and subordinate to the provisions hereof.

H. This Agreement shall supersede any existing rules, regulations, or practices of the Board or the Administration which shall be contrary to or inconsistent with its terms.

9.6 Duplication of Agreement. The parties shall share equally the cost of furnishing a copy of the agreement to each employee who is employed in the bargaining unit during the term of this Agreement. A copy of the Agreement shall also be made available for the perusal of prospective employees.

9.7 Effective Date and Termination. This Agreement shall commence as of June 1, 1986 and shall remain in full force and effect until midnight May 31, 1988, except as a provision shall by its express terms extends for a longer period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of: June 10, 1986

EMPLOYER:	ASSOCIATION:
KALAMAZOO VALLEY COMMUNITY COLLEGE	KALAMAZOO VALLEY COMMUNITY COLLEGE FACULTY ASSOCIATION
By Owen B. Middleton	By Richard J. Margolis
Its Chairman	Its President
By Anna Whitten	By John Holmes
Its Secretary	Its Secretary

APPENDIX A

INSTRUCTIONAL STRATEGIES, INSTRUCTIONAL UNITS AND COURSE PREPARATIONS

This appendix outlines the instructional strategies, instructional units and course preparation values normally assigned by the Employer for instructional and professional activities.

1. Course Assignments. For each standard course, excluding special projects and independent study courses, identified in the College catalog, the credit-hour value, weekly "classroom hours" and weekly "laboratory hours" are designated.

2. Instructional Unit. One instructional unit is equal to forty (40) clock hours of instructional and professional activities. Instructional activities include: preparation, class contact, evaluation of student performance, and consultation with students. Instructional unit values will not be assigned in less than one-tenth (1/10) units.

3. Instructional Strategies. The Employer is responsible for approving the instructional strategy for each course in the educational programs of the College. The strategy for each course must be set forth in the approved course syllabus.

   A permanent change in an existing strategy for any course may be proposed by an employee normally assigned to teach the course or by the Employer. Any change that may result from a proposal submitted by the employee shall be implemented only after mutual written agreement between the employee's development center and the Employer. Any permanent change in instructional strategies proposed by the Employer shall be implemented only after consultation with the affected development center.

   When a new course proposal is developed, the strategy will be determined by mutual written agreement between the employee who prepares the syllabus, in consultation with his development center, and the Employer.

   A temporary change in strategy for one or more sections of a course may be made by the Employer or requested by the employee assigned to teach the course(s). The change must be set forth in writing and implemented only after mutual agreement between the employee and Employer. A temporary change will automatically expire at the end of the semester in which the course(s) is taught.

4. Course Preparations. A course preparation includes all activities an instructor may engage in to prepare for presenting subject materials to students in a course. Course preparation is an integral part of instructional activities.

   Nine (9) course preparation credits each semester are included in the base work load and will not qualify for overload compensation. An employee will be compensated for each course preparation credit in excess of nine (9) each semester at the rate of three-tenths (3/10) Instructional Unit for each course preparation credit. One preparation credit equals one course credit-hour for distinct class activities as follows:

a. Approved standard courses (excluding 270's, 280's, and 290's) with distinct course numbers.

b. Approved standard courses with distinct course titles indicating a substantial difference in course subject matter or content and not simply a variation in the manner of presentation.

c. The PER 201, 202, 203 series will be viewed as a single course number with each different activity considered as a distinct preparation EXCEPT when various proficiency levels of the same activity are implied.

d. All assigned fieldwork (270's) experience under a particular discipline designation will be counted as a single course preparation credit.

e. Special projects (280's) will be counted as standard courses EXCEPT when the subject matter covered is essentially the same as another course assignment, a portion of a course or a combination of courses.

f. Independent studies and prior learning evaluation (290's) will be given preparation credit ONLY when the subject matter is substantially different from a standard course (or other 280 or 290) included in the employee's assignment AND the independent study/prior learning evaluation was assigned by the Employer as part of the employee's regular load.

INSTRUCTIONAL STRATEGIES AND INSTRUCTIONAL UNITS

INSTRUCTIONAL STRATEGY	INSTRUCTIONAL UNIT BASE	CLASS SIZE - TOP LINE INSTRUCTIONAL UNIT CREDIT - BOTTOM LINE
1. Lecture/Discussion A scheduled classroom activity conducted so that the instructor presents materials orally or by various media to one, a few, or a large number of students.	Each Contact Hour	$\frac{\text{To 43}}{1.0}$ $\frac{\text{44-85}}{1.4}$ $\frac{\text{86-120}}{1.7}$ $\frac{\text{241-360}}{2.9}$ $\frac{\text{361 \& over}}{3.5}$
2. Composition Courses which have objectives to develop students' ability to write and require an unusually large number of writing samples which must be read, marked and reviewed with students. Discussion is also a part of the in-class activity.	Each Contact Hour	$\frac{\text{To 26}}{1.0}$
3. Standard Laboratory Customarily a laboratory session is scheduled in addition to a lecture or discussion session during which the instructor works with the same students together, in small groups, or individually as they complete assignments which usually require application or information obtained through lecture or discussion.	Each Contact Hour	$\frac{\text{To 15}}{.6}$ $\frac{\text{16-30}}{.8}$
4. Open Laboratory Student assignments, materials and/or equipment, and instructional technology are designed and selected by the instructor. Reports by students or technicians or other forms of feedback on student performance are provided to the instructor, but he need not necessarily be physically present during the time each student individually performs the assignment.	Each Contact Hour	$\frac{\text{To 15}}{.3}$ $\frac{\text{16-30}}{.4}$ $\frac{\text{31-45}}{.5}$ $\frac{\text{46-60}}{.6}$ $\frac{\text{61-75}}{.7}$ $\frac{\text{76 \& over}}{\text{.1 for each}}$ additional 1 through 15

INSTRUCTIONAL STRATEGY	INSTRUCTIONAL UNIT BASE	CLASS SIZE - TOP LINE INSTRUCTIONAL UNIT CREDIT - BOTTOM LINE
5. Clinic Applies to Health Careers courses in which the instructor is physically present in a clinic setting to monitor, evaluate, and consult with students assigned to the clinic. Example: Off-Campus Nursing Clinic	Each Contact Hour	Variable Off campus Nursing .5 All other .4

2 6-Hour Days Per Week for 16 Weeks

$$\frac{2\,\frac{\text{Days}}{\text{Week}} \text{ X } 16 \text{ Weeks X } \frac{6\text{ hrs.}}{\text{Day}} \text{ X } \frac{60\text{ min.}}{\text{Hour}}}{800\,\frac{\text{min.}}{\text{Contact Hour}}} \text{ X } \frac{\text{IU's}}{.5\text{ Contact Hour}} = \frac{32\text{X}360}{800} \text{ X } .5 = 7.2 \text{ IU's}$$

6. Field Work Designed to structure the learning experience for each student individually so he will observe and, to some extent, apply the concepts, principles, and skills learned in earlier classes plus acquire a perceptual base on which later courses can build. For some courses this strategy may be used in addition to one of the other strategies. The role of the instructor includes: (1) matching such experience available to students; (2) preparing the job supervisor to work with the student; (3) monitoring student's progress toward the expressed aim of his planned experiences; (4) with the supervisor assessing his performance on the job; and (5) reporting a grade to be recorded on the student's record.	Each Student	Variable .2

INSTRUCTIONAL STRATEGY	INSTRUCTIONAL UNIT BASE	CLASS SIZE - TOP LINE INSTRUCTIONAL UNIT CREDIT - BOTTOM LINE
7. Independent Study/Prior Learning Evaluation The student assumes responsibility for determining the aims and methods for his study, and the means and criteria by which course completion will be assessed. The instructor serves: (1) as a resource person for the student as he prepares the initial proposal through approval; (2) to assess the quantity and quality of results of the student's study; and (3) to report a grade to be recorded on the student's record.	Each Student	To 5 .2 Each student over 5 .1 No more than 3.0 instructional units may be assigned to this strategy, regardless of class size.
8. Special Assignment Such special projects as: developing audiovisual materials for laboratory or lecture/discussion courses; special-purpose research; experimental instructional strategies; team teaching approaches; non-credit courses; and unusual variations of class categories to be designed, implemented and evaluated for special purposes on an ad hoc basis. Collateral assignments of coordinators, directors, etc. shall be made within the framework of this strategy.	Each Assignment	Variable Variable
9. Self-Paced Courses such as CRE 098, CRE 101, ENG 098, HCR 115, HCR 116, MTH 097, MTH 098, PSI 100, and others that may use self paced strategy. Student assignments and materials are designed and selected by the instructor.	Each Credit Hour	Every 4 students or portion thereof .1

INSTRUCTIONAL STRATEGY	INSTRUCTIONAL UNIT BASE	CLASS SIZE - TOP LINE INSTRUCTIONAL UNIT CREDIT - BOTTOM LINE
9. Self-Paced, continued Reports by students or technicians or other forms of feedback on student performance are provided to the instructor, but he/she need not necessarily be present during the time each student performs assignments. The instructor will schedule 2 contact hours per one credit hour a week for every 40 students in the classroom or lab setting to work with students and to provide instructional supervision.		
10. Television & Audio Visual A scheduled instructional activity using television, audio visual or other software as the delivery system. The instructor conducts orientations, handles mailing, corrects assignments and exams, keep records and maintains office/consultation hours for student discussion and/or telephone calls and assigns grades. For every 20 students a minimum of one office consultation hour per week will be scheduled.	Each Credit Hour	To 35 36-60 61-120 .5 1.0 1.5 121-180 181-240 1.9 2.3 241 and over 2.7

One contact hour equals eight hundred (800) minutes per semester. Class size is determined as of the official count date.

APPENDIX B

1. 1986-87 Salary Schedule

STEP	I LESS THAN MASTER'S	II MASTER'S DEGREE or EQUIV.	III MA + 15 sh OR EQUIV.	IV MA + 30 sh or EQUIV.	V MA + 45 sh or EQUIV.	VI MA + 60 sh or EQUIV.
3	17,775	20,485	21,039	21,561	22,069	22,569
4	18,575	21,285	21,839	22,361	22,869	23,369
5	19,375	22,085	22,639	23,161	23,669	24,169
6	20,175	22,885	23,439	23,961	24,469	24,969
7	20,975	23,685	24,239	24,761	25,269	25,769
8	21,775	24,485	25,039	25,561	26,069	26,569
9	22,575	25,285	25,839	26,361	26,869	27,369
10	23,375	26,085	26,639	27,161	27,669	28,169
11	24,175	26,885	27,439	27,961	28,469	28,969
12	24,975	27,685	28,239	28,761	29,269	29,769
13	25,775	28,485	29,039	29,561	30,069	30,569
14	26,575	29,285	29,839	30,361	30,869	31,369
15	27,375	30,085	30,639	31,161	31,669	32,169
16	28,175	30,885	31,439	31,961	32,469	32,969
17	28,975	31,685	32,239	32,761	33,269	33,769
18	29,775	32,485	33,039	33,561	34,069	34,569
19		33,285	33,839	34,361	34,869	35,369
20			34,639	35,161	35,669	36,169
21				35,961	36,469	36,969
22					37,269	37,769

Longevity Payment. An employee who did not advance one step on the 1986-87 schedule shall be paid, in addition to the amount shown on the last step in his column, a non-cumulative longevity payment in the sum of $800.00.

APPENDIX B

2. 1987-88 Salary Schedule

	I	II	III	IV	V	VI
STEP	LESS THAN MASTER'S	MASTER'S DEGREE or EQUIV.	MA + 15 sh OR EQUIV.	MA + 30 sh or EQUIV.	MA + 45 sh or EQUIV.	MA + 60 sh or EQUIV.
4	19,775	22,485	23,039	23,561	24,069	24,569
5	20,575	23,285	23,839	24,361	24,869	25,369
6	21,375	24,085	24,639	25,161	25,669	26,169
7	22,175	24,885	25,439	25,961	26,469	26,969
8	22,975	25,685	26,239	26,761	27,269	27,769
9	23,775	26,485	27,039	27,561	28,069	28,569
10	24,575	27,285	27,839	28,361	28,869	29,369
11	25,375	28,085	28,639	29,161	29,669	30,169
12	26,175	28,885	29,439	29,961	30,469	30,969
13	26,975	29,685	30,239	30,761	31,269	31,769
14	27,775	30,485	31,039	31,561	32,069	32,569
15	28,575	31,285	31,839	32,361	32,869	33,369
16	29,375	32,085	32,639	33,161	33,669	34,169
17	30,175	32,885	33,439	33,961	34,469	34,969
18	30,975	33,685	34,239	34,761	35,269	35,769
19		34,485	35,039	35,561	36,069	36,569
20			35,839	36,361	36,869	37,369
21				37,161	37,669	38,169
22					38,469	38,969

Longevity Payment. An employee who did not advance one step on the 1987-88 schedule shall be paid, in addition to the amount shown on the last step in his column, a non-cumulative longevity payment in the sum of $800.00.

APPENDIX B

3. Summer Term Compensation for Unit Members Only.

If the Employer shall select an employee to provide professional services for the summer term, such compensation shall be as herein set forth.

Full-Time Instructors. Compensation shall be $435 per instructional unit for the contract period. Instructional units shall be determined on the same basis used during the regular work year.

Program Counselors and Librarians. Compensation for professional services rendered during a summer term shall be determined by the following formula:

$$\frac{\text{Previous work year's base salary}}{185} \times \text{days of service in summer term} = \text{Compensation}$$

Payment. The provisions herein shall apply only to bargaining unit employees and not to other persons employed by the employer. The schedule of payments shall be as established by the Employer for the summer term.

APPENDIX C

FRINGE BENEFIT PROGRAM

I. INSURANCE

A. Benefit Levels. The Employer will provide insurance benefits at the same levels and with the same employee option groups as were provided during the 1985-86 fiscal year. If a bargaining unit member elects a carrier other than that elected by the majority of the membership, such member shall assume any additional expense so incurred.

B. Joint Review. The Employer and the Association shall jointly review and evaluate insurance alternatives including a flexible benefits or cafeteria plan, a different insurance carrier, and different provisions within the current coverage. Such evaluation shall be completed prior to January 1, 1988, and a report of the evaluation shall be provided to both negotiating committees prior to March 1, 1988.

C. General Insurance Provisions.

1. Employer's Obligation. The Employer's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which an employee last provides professional services except:

   a. If an employee provides professional services for the full work year, the obligation shall terminate June 30; and

   b. If an employee has agreed in writing to return for the new work year, the Employer agrees to continue its insurance obligations, provided, however, that if the employee terminates his employment in violation of such agreement, he shall reimburse the Employer for any unearned portion of the premiums so contributed.

2. The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in double coverage with no reasonable benefit to the insurer.

3. The Association agrees that if the schedule of benefits provided herein shall violate the rights of any employee, it will save and hold the Employer harmless from any loss which the Employer may sustain as a result of such claim.

II. TUITION REMITTANCE

Employee Eligibility. An employee may register for classes at the College provided that such classes do not conflict with his professional assignments and that full tuition is paid at the time of registration. Such tuition payments shall be fully remitted upon successful completion of each such class by the employee.

Dependent Eligibility. A dependent of an employee may register for classes at the College provided that full tuition is paid at the time of registration. One-half (½) of such tuition payments shall be remitted upon successful completion of each such class by the dependent.

Effect of Enrollment on Instructional Unit. Up to five (5) employees or dependents of employees, or a combination thereof, may be enrolled in any one section and not be counted as regularly enrolled members of such section for purposes of determining I.U.'s. Those enrollees in excess of five (5) shall be counted as regularly enrolled members of such section for purposes of determining I.U.'s.

General Limitations. For the purpose of this provision, a dependent is a spouse, child, or step-child who qualifies as a dependent under the Internal Revenue Code. Eligibility for tuition remittance must be established at the time of registration and a claim for refund must be made within sixty (60) days following the end of the semester or term for which the claim for refund is made. The benefits provided for in this provision shall expire if the furnishing of such benefits shall not be permitted by state or federal funding authorities or if the employee is no longer employed by the College at the time of completion of the course. In the event of the death of an employee during the semester in which either he or his qualified dependent is enrolled in a course covered by this section, the tuition paid for such course shall be remitted to the estate of the employee, if the enrollee is the employee, or upon successful completion of the course to the otherwise eligible dependent of the employee.

agreement

between the

KELLOGG COMMUNITY COLLEGE
BOARD OF TRUSTEES

and the

KELLOGG FACULTY ASSOCIATION

for the

ACADEMIC YEARS

1986-87 and 1987-88

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AGREEMENT

THIS AGREEMENT entered into this 19th day of August, 1986, by and between the BOARD OF TRUSTEES OF KELLOGG COMMUNITY COLLEGE, Battle Creek, Michigan, hereinafter referred to as the "Board," and the KELLOGG FACULTY ASSOCIATION, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality higher education for the people of this area is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the College professional personnel, and

WHEREAS, the members of the faculty are particularly qualified to advise the Board and therefore may be utilized at the Board's discretion in the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the parties following extended and deliberate professional negotiations have reached certain understandings which they desire to confirm in this agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

Article I

RECOGNITION

Section 1: The Board hereby recognizes the Association as the exclusive negotiating representative for all personnel in the bargaining unit which is defined as all teaching faculty under contract, including librarians, assistant librarians, audio-visual coordinator, and counselors, but excluding those members of the teaching faculty who are not under contract and excluding those teaching faculty whose teaching load during the academic year is less than one-third (1/3) of the full-time teaching load, the Coordinator of Cultural Activities, the Director of Publications, administrative and clerical personnel, department chairmen and supervisors within the meaning of the Act.

Following certification by the Michigan Employment Relations Commission on August 27, 1974, the following unit is joined to the existing unit for purposes of collective bargaining: All employees employed as Media Production Specialist and/or Clinical Assistants, but excluding all other executive and supervisory personnel employed by the College and all other employees.

Section 2: The term "faculty" and "instructor" when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the bargaining unit as designated in Article I, Section 1 of this agreement.

Section 3: The Board agrees not to negotiate with any faculty organization other than the Association for the duration of this agreement.

Section 4: In the event the Board creates a new professional position, the College President shall inform the President of the Association of the new position at least five working days prior to the posting or public announcement. A copy of the proposed posting and a complete job description will be included in the information.

Article II

RIGHTS OF THE BOARD

Section 1: The Board of Trustees reserves and retains the responsibility and authority to manage, supervise, and direct, in behalf of the public, all operations and activities of the College to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement.

Article III

FACULTY'S RIGHTS

Section 1: Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every professional employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any instructor in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any instructor with respect to hours, wages or any terms of conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceedings under this agreement.

Section 2: Nothing contained herein shall be construed to deny or restrict to any instructor rights he may have under the Michigan General School Laws or other applicable laws and regulations.

Section 3: The Association shall have the right to use appropriate space in the College buildings for meetings of its membership provided at least twenty-four (24) hours advance notice of such desire is given to the Board. In case of emergency, the time limitation may be suspended by mutual agreement. If the space requested previously has been reserved for some other use, the Board will attempt to provide alternative space. Any custodial, maintenance or operating overtime pay incurred by reason of such usage shall be paid by the Association. It is expressly understood and agreed that the permission to use space in a College building for such meetings, conferred herein, does not authorize the Association or any faculty member to disregard teaching responsibilities in order to attend such meeting or meetings.

Section 4: The Association shall be permitted to transact official Association business on College property at reasonable times, provided that this shall not interfere with or interrupt College operations or personnel carrying out responsibilities of the College.

Section 5: The Association shall have the right to use equipment such as typewriters, duplicating machines, calculating machines and audio-visual equipment at reasonable times when such equipment is not in use. The Association will request such use and shall pay for cost of all materials and supplies incident to such use.

Section 6: The Association shall have the right to post notices concerning its business and activities in the staff lounge. Also, the Association shall have the right, upon mutual agreement, to post said notices on existing or future bulletin boards in faculty office areas. The Association may use the College mail service, provided any cost incurred shall be paid by the Association. It shall also have the right to use the instructors' mail boxes for communications to instructors.

Section 7: The Board agrees to furnish to the Association, in response to reasonable requests from time to time, available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the faculty and their students, together with information which may be necessary for the Association to process any grievance or complaint. This shall not be construed as allowing examination of personal files by the Association without the consent of the involved faculty member. It is understood that this commitment on the part of the Board shall not be construed to make it necessary to compile information in any other form than that in which it is already completed unless mutually agreed otherwise.

Section 8: Instructors shall be entitled to full rights of citizenship and no religious or political activities of any instructor or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such instructor. The private and personal life of any instructor is not within the appropriate concern, purview or attention of the Board unless it becomes demonstratively detrimental to the student, to the instructor's effectiveness or to the standing of the College in the community.

Section 9: The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status (meaning only whether a person is single, married, widowed or divorced).

Section 10: Membership in the Association shall be open to all instructors regardless of race, creed, sex, marital status or national origin.

Section 11: Any individual faculty member and/or Association representative shall be entitled to request an appearance on the agenda of all Board meetings provided a written notification of the desire to so appear, together with notification of the nature of the subject to be presented to the Board, is submitted to the President's office on or before the Thursday prior to the regularly scheduled Board meeting.

Section 12: It is understood that the Board agenda is of a tentative nature and is subject to change or alteration prior to the Board meetings for which they are prepared. A copy of the tentative agenda for all regular Board meetings will be made available to the Association at the time the same is made available to the Board members and the Board will make reasonable efforts to advise the Association of items that are added thereto between the date of issuance and the date of such regular meetings.

Section 13: Each faculty member shall have the right, upon request, to review the contents of his own personnel file in the presence of the administrator responsible for the safekeeping of such file. A representative of the Association may, at the faculty member's request, accompany the faculty member in such review. Confidential credentials of related personal references sought at the time of employment at this institution are specifically exempted from such review. The administrator will remove said confidential reports from the file prior to the review of the file by faculty member.

(a) The faculty member shall have the opportunity, while examining the files as above provided, to acknowledge that he has read such materials in his file by affixing his signature on the actual copy filed with the understanding that such signature merely signifies that he has read the material filed and does not necessarily mean that he agrees with its contents.

(b) The faculty member shall have the right to answer any material which he has the right to view hereunder and, if he does, such answer shall be attached to the file copy.

(c) The faculty member shall be permitted to reproduce or copy any material in his file which he is permitted to examine.

(d) Material from non-professional sources shall be removed upon the faculty member's request from the faculty member's personnel file after three (3) years.

(e) There shall be only one set of personnel files. If the tenure statement is kept, it will become part of the personnel files.

Section 14: It is assumed that each new faculty member is already competent in his field or has the ability to become competent, thus the emphasis by the Board, through the administration, shall be on helping him improve. Because the primary purpose of evaluation is the improvement of instruction and student personnel services, its use in deciding whether to retain or release a member of the faculty shall not be considered until after careful and dedicated effort by the Board, through the administration, to assist him has shown that the faculty member is not improving or is improving so slowly that it is doubtful whether he can gain the competency necessary for tenure.

(a) The Board, through the administration, shall attempt to have a conference with the probationary faculty member at least once each semester to discuss the overall evaluation of the said probationary faculty member.

(b) Also, the probationary faculty member shall be evaluated by classroom visitation at least once each semester. It would be desirable to hold the evaluation throughout the probationary period within forty-five (45) class days of the beginning of the semester. A personal interview with the probationary faculty member shall be held within seven (7) days of such classroom visitation, unless it is mutually agreed upon to postpone.

(c) A written copy of any evaluation shall be submitted to the faculty member at the time of a personal interview and the faculty member shall have the opportunity to review, discuss and retain a copy of the evaluation report. The faculty member shall have the right to answer in writing and have attached to the report any comments concerning the evaluation report. The above-mentioned evaluation report will be in writing, listing the strengths and deficiencies and will attempt to give a definite recommended program of improvement. The Board agrees to maintain the evaluation reports of the probationary teachers in one file.

(d) The Board and the Association will cooperate in an attempt to improve the probationary evaluation procedures.

Section 15: A complaint regarding a faculty member will not be reduced to writing until a conference with the faculty member is held. In the event the complaint is reduced to writing, and is to become a part of the personnel file, the faculty member will be furnished a copy of the letter being placed in his personnel file.

Section 16: When the President or his representative arranges an interview with a faculty member for the purpose of reprimand or disciplinary action, the President, his representative and/or the faculty member shall have the right to request a representative of the Association to be present.

Article IV

DEDUCTIONS FOR PROFESSIONAL DUES

Section 1: Instructors may at any time sign and deliver to the Board (Payroll Office) an assignment authorizing deduction of membership dues (including the National Education

Association and the Michigan Education Association). Such authorization shall continue in effect until such authorization is formally revoked in wirting by the instructor and copies thereof delivered to the Association and Board between June 1 and September 1 of a given year.

Section 2: The deduction of membership dues shall be made bi-weekly from regular check payment in nineteen (19) deductions. In the case in which there are less than nineteen (19) pay periods, the additional deductions shall be taken in the last regular check payment. The Board agrees promptly to remit all monies so deducted according to directions of the Association accompanied by a list of instructors from whom deductions have been made.

Article V

CONDITIONS OF EMPLOYMENT

Section 1: Preferred minimum educational requirements for faculty members shall be a Master's Degree in the subject matter, or its equivalent, directly relating to the teaching job or areas of assignment being filled.

Section 2: The full-time teaching load for a faculty member during the academic year shall be considered to consist of fifteen (15) contact hours per week except as provided below. Teachers instructing classes which have a semester hour, class hour ratio of one (1) to one (1) will be scheduled for fourteen (14) to sixteen (16) class contact hours per week. Teachers of laboratory-lecture or lecture-activity combinations or pure activity courses will be scheduled for fifteen (15) to eighteen (18) contact hours per week.

Faculty members in the Health Technology programs will be

scheduled up to a maximum of forty (40) contact hours per year and the maximum number of contact hours per semester will not exceed twenty-two (22) contact hours. The Board reserves the right to reduce the teaching load of those Health Technology faculty designated by the Board as coordinators and/or program planners.

A contact hour is defined as a fifty (50) minute classroom session, inclusive of laboratory periods.

The full-time load for Counseling and Learning Resource Center faculty shall be eight (8) hours per day for 174 days to be scheduled as an extended standard academic year in the period starting five week days prior to the fall semester day registration and ending five week days following Commencement Day. The administration in the respective areas will endeavor to work out mutually satisfactory schedules in consultation with the faculty members involved which will meet the needs of the students. Tentative schedules for subsequent years shall be developed by May 15 with said schedules being finalized no later than October 1 of the affected academic year. It is expressly understood that said faculty shall not be scheduled outside the standard academic year unless there is a demonstrated need.

The full-time load for faculty employed after July 1, 1981 to teach individualized, open entry/open exit forms of instruction shall be eight (8) hours per day, 230 days per year in a non-standard academic day, week and year to meet the needs of the students.

Section 3: Any instructor overload shall be voluntary. Any accepted overload shall be compensated according to the overload rate given in Appendix A and shall be paid in regular paychecks over the registration period.

Based upon past enrollment patterns and upon mutual written agreement, faculty may elect to defer pay for a maximum of two (2) sections or six (6) credits, whichever is greater, taught as overload in the Fall Semester. This option is available in areas to be designated in a Letter of Understanding in March of each year. If a full teaching load is not available at the close of Winter Semester registration, the faculty member may utilize the deferred overload as part of his/her Winter Semester assignment. If a full assignment in a faculty member's normally scheduled week is available at the close of registration, the faculty member will receive during the Winter Semester the appropriate compensation for the deferred overload in one or more installments at the option of the faculty member.

Section 4: The academic week shall be defined as Monday through Friday. Saturday classes shall be on a voluntary overload basis, except for faculty members employed to teach during the afternoon, evening and Saturday. Classes are offered throughout the academic day from 8:00 a.m. to 10:00 p.m. and on Saturdays.

Section 5:

(a) During the standard academic year (the Fall and Winter semester from Appendix C), faculty members will normally be scheduled for classes between the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday. If day class enrollments, program requirements and teaching assignments are insufficient for normal scheduling a faculty member may be assigned one (1) evening or Saturday course as part of his full-time teaching load during any standard academic year. The Department Chairman in cooperation with his departmental members, will make an effort to give equitable distributions of any such assignments.

(b) The Board may hire faculty members who will be assigned during the standard academic year from 12:00 noon through 10:00 p.m. and on Saturdays.

(c) It is not the intent of this section to prohibit present full-time faculty members from accepting overloads, nor does it preclude a faculty member from volunteering to teach outside of his normal day, week, or year.

Section 6: The number of students assigned to classes shall be limited by existing practices. Normally expected class size may be waived by administrative action, in consultation with the teacher, dean and/or department chairperson involved.

Section 7: An instructor shall normally be assigned no more than three (3) separate preparations per registration period unless deemed necessary by the administration to meet the needs of the students and/or insure a balanced departmental offering.

It is understood that class assignments must be made according to the needs of the students. Department chairpersons will endeavor to work out mutually satisfactory schedules for teachers and classes with their respective faculty members. If schedules satisfactory to the needs of the students cannot be arrived at in this manner, the administration will make the final decision, giving appropriate consideration, insofar as is practicable, to the recommendation of the faculty members and the department chairperson.

Section 8: All members of the teaching faculty are expected to be available during the college day for consultation with students. Therefore, time shall be set aside during the college day for such consultation. Instructors shall post the following office hours on their office door during those periods of the college week when they have no scheduled classes.

1. Health Technology instructors—four and one half (4½) hours per week.
2. All other instructors, seven and one-half (7½) hours per week.

The student shall make appointments with the instructor. If no student makes an appointment during the first twenty-five (25) minutes of a posted office conference hour, the instructor shall be free to use the remainder of the time at his option on campus.

Section 9: The College policy requires that each recognized "chartered" student group have an advisor. Faculty members are encouraged to serve as advisors to those groups whose purposes are related to their interest and background.

Section 10: Instructor attendance at all College sponsored extra-curricular functions and activities shall be voluntary except when an instructor has previously accepted a specific assignment. Instructors attending those functions for which academic attire (caps and gowns) are required, shall have said attire furnished by the College.

Section 11: The Board shall provide each faculty member with office space and equipment such as a desk, chair, side chair, filing cabinet and bookcase for effective instructional preparation and function. The faculty member shall make reasonable effort to keep the equipment thus furnished in good condition. Typewriters will be available at an average minimum ratio of one (1) typewriter for each four (4) faculty members.

Section 12: Student secretary-receptionists will be assigned to each faculty office area for seven hours daily when the College is in session. It is recognized that student secretary absenteeism, due to illness and/or other emergencies is beyond the control of the Board and the Association.

Section 13: The Board shall continue to provide parking facilities that are exclusively for faculty and staff use at no charge. The Board will furnish parking decals at no charge.

Section 14: Notice of any professional position shall be posted on the faculty bulletin board in the staff lounge and shall be given to the Association president for distribution of the information to the faculty at the same time the request is circulated to placement agencies. In the event the opening arises during the summer season, the Association president will be notified at the same time the request is circulated to placement agencies. Faculty members shall have five (5) days after posting or notification to the Association president to apply provided time permits. In filling such vacancies within a department, the administration may request, at its option, a collective recommendation of the faculty as to the filling of the vacancies. All applicants for faculty positions from this College for such openings shall be notified of the disposition of their applications prior to the formal publication of the name of the successful applicant. If, among those applying for a faculty vacancy, the qualifications of two (2) or more applicants (external or internal) are relatively equal, preferential consideration will be given to the present teaching faculty members possessing such qualifications on the basis of relative length of service. The administration shall make the sole decision as to which applicant is best qualified for the position. Then present faculty members who are denied teaching transfers hereunder will be so advised in writing.

Section 15: Under no circumstances should an instructor be assigned in an area in which he has no formal preparation. In occupational curriculums, formal preparation may also involve trade school and related work experience.

Section 16: Any faculty member who assumes administrative duties and subsequently returns to instructor status resumes all rights and privileges that he would have had if he had continued in faculty status without interruption.

Section 17: Each faculty member shall be entitled to academic freedom of discussion within the classroom as long as the discussion is pertinent to the subject under study within the area of his professional competency. When a faculty member speaks, writes or endorses products or candidates as a citizen, he is obligated to make certain that such endorsements or statements imply no endorsement by the College.

Section 18: Any full-time faculty member who is assigned duties in more than one (1) department shall have full voting rights in all departments in which he is assigned.

Section 19: It is understood and agreed that any new policies and/or regulations relating to salaries, hours and conditions of employment shall be subject to good faith negotiations between the Board and the Association. It is understood and agreed by the Association that, in the interest of meeting unforeseen situations and still maintaining the continuity of the operations of the Board and its faculty, it may be necessary for the Board to implement such new policies and/or regulations prior to an opportunity to negotiate with the Association with respect to such matters. Such implementation is mutually understood to be only for the period of such emergency and, in such event, it is agreed that the parties hereto shall, as soon as is practicable, but within thirty (30) calendar days thereafter, enter into negotiations concerning such changes.

Section 20: If any faculty member perceives any obviously unsafe or hazardous condition that endangers the health and safety of themselves and their students, they shall notify their department chairperson in writing.

(a) In case of injuries or emergency health conditions of students or faculty, the switchboard shall be called.

(b) The College switchboard shall be in operation during the time of normally scheduled day and evening classes. Trunk lines will be set for incoming and outgoing calls in any building on campus when scheduled activities are taking place when the switchboard is not in operation.

Section 21: Registration activities are a necessary prelude to the instructional function of the College and shall be considered an integral part of the faculty responsibilities. These duties shall constitute student advising, counseling, class card distribution and other designated professional activities.

Section 22: The academic calendar year shall be developed cooperatively by the Board and the Association, and it will be Appendix C to this Agreement.

(a) Health Technology faculty needed to teach in addition to the standard academic year will teach under an academic year contract with an addendum paying them on a daily pro-rated basis for the number of instructional days required in the program.

(b) Faculty teaching a non-standard academic year (number of approved contractual days) in Health Technology programs will be given an academic year contract with benefits as described in the master agreement.

(c) Those Health Technology faculty not teaching the full number of days in the academic year calendar will have fringe benefits pro-rated except the insurance programs which will be provided in full. Health Technology faculty teaching only one full semester per calendar year will receive benefits pro-rated to one-half year.

(d) Future programs approved by the Board which necessitate the hiring of faculty on a non-standard academic year contract will be discussed with the Association.

Section 23:

(a) In the event of an enrollment decrease, or a decline in credit hours generated within an area(s) of responsibility, or a program change which affects an area(s) of responsibility, or a change in financial conditions, the Board may find it necessary to adjust assignments and decrease staffing.

The Board may cause the appropriate and necessary number of faculty to be placed on unpaid leave of absence. Within any area of responsibility in which a reduction is necessary, the following order will be used:

(1) Part-time personnel in inverse order of length of service at Kellogg Community College.

(2) Probationary faculty in inverse order of length of service at Kellogg Community College.

(3) Tenured faculty in inverse order of length of service at Kellogg Community College.

Any faculty member who has been reduced under the procedures above may exercise his institutional seniority rights (i.e., his length of service at Kellogg Community College) by displacing a faculty member within the affected department who has less institutional seniority, provided the more senior member is qualified for the position.

(b) A faculty member placed on unpaid leave of absence shall be appointed to the first vacancy, in his former area of responsibility, according to his continuous length of service with the College. A faculty member may be considered for a vacancy in another area if the Board determines him qualified.

(1) If a tenure and a non-tenure instructor are equally qualified for a vacancy, the tenure instructor shall be given preference.

(2) Such reappointment shall not result in loss of status or credit for previous years of experience.

(3) If a full-time position is not feasible, the Board will give the member designated for unpaid leave the opportunity to accept available part-time assign-

ments for which he may be qualified. Remuneration would be determined on a pro rata basis. Fringe benefits will be provided on a pro rata basis for those employed half-time or more.

Article VI

LEAVES OF ABSENCE

Section 1: For all regular full-time faculty members sick leave shall accumulate at the rate of one (1) day per month during the period of appointment to be used in case of personal illness or quarantine or the serious illness of their current spouse or child living in the same household. On the last pay date of the appointment year any unpaid sick days not reimbursed for lack of accumulation at the time of occurrence shall be reimbursed to the extent available through subsequent accumulation. At the end of each academic year, any unused portion of the twelve (12) days leave shall accumulate for the usage for the above enumerated reasons in future years. The maximum amount permitted to accumulate in this manner shall be two hundred twelve (212) days.

(a) A faculty member who holds an appointment but never reports for work shall receive no sick leave pay.

(b) A faculty member who is necessarily absent due to an injury or disease compensable under the Michigan Workers' Disability Compensation Act shall receive from the employer the difference between what he would have received in regular salary for the duration of such necessary absence, but not to exceed ten (10) months with no subtractions from sick leave if said employee was either on a twelve (12) month contract or had a letter of appointment for a twelve (12) month period of time.

(c) The sick leave accumulated by each instructor prior to this agreement shall be credited to the reserve of each instructor under this agreement.

Section 2: Leave not to exceed three (3) calendar days with pay will be allowed for each death in the immediate family or household. Family is defined as meaning father, mother, parents-in-law, sibling, siblings-in-law, step-children, adopted children, child or then-current spouse. One (1) calendar day with pay shall be allowed for the death of an aunt, uncle, grandparent, grandchild, niece or nephew.

(a) In case of unusual circumstances, faculty members may request from the President or his designee additional leave.

(b) Such bereavement shall not be counted against sick leave.

Section 3: Faculty members will be granted up to five (5) days leave with pay to be deducted from sick leave to attend the illness of grandparents, parents, parents-in-law, siblings, siblings-in-law, or children-in-law who are living in the faculty member's household.

Section 4: From one (1) to four (4) days per year may be used for business or legal transactions, counseling or diagnostic services, or personal circumstances that cannot be attended to outside the normal working day. The request must be made on the proper form and be submitted to the Executive Vice President for approval at least two (2) days in advance of the date the leave is to be used. A copy of the request must be submitted to the appropriate Chairperson at the same time. A verbal request will be considered if the emergency is of a nature to make the advance request impossible, but must be reduced in writing upon return to work. If the above requested days are disallowed, the individual may elect to utilize them without pay.

Section 5: A faculty member who is summoned shall be excused from work for jury service or if the member is subpoenaed as a witness by anyone empowered by law to compel attendance by subpoena. The faculty member's immediate supervisor shall be notified of the summons or subpoena as soon after receipt as practicable, and a request for leave shall be made on the proper form. Such faculty member shall be paid the difference between the member's regular pay and the fee the member receives for acting as a juror or witness. Such leave shall not be deducted from any other leave covered in this agreement. The Board reserves the right to request the Court to excuse the faculty member from jury duty when the member's absence works a hardship on the College.

Section 6: A full-time, permanent faculty member who has completed six (6) consecutive years of teaching in the College may be granted a sabbatical leave of absence for one (1) semester for the purpose of travel or study in pursuit of wider knowledge and greater skills in his teaching position. The faculty member shall be paid one-half (½) of what he normally would have received as base salary during the period he is on leave, provided he signs an agreement to return to the College at the beginning of the next semester and to remain for at least one (1) full year or refund the salary while on such leave. No more than three (3) faculty members may be granted such leave in any one (1) school year. Faculty members desiring a sabbatical leave must make application therefore at least three (3) months prior to the close of the preceding academic year. Teachers desiring to extend their sabbatical leave for a second semester may make such requests to the President of the College at least three (3) months in advance of the anticipated start of the desired second semester of leave. Special consideration may be given for unusual circumstances that prevent application before deadline date.

Section 7: Upon approval by the administration, a faculty member shall be released without loss of pay to provide a reasonable representation at appropriate educational meetings and educational conferences depending upon the distance. A travel and conference allowance for the faculty will be established in the College budget for this purpose per present policy. The above allowance is as follows:

1986 - 87 One Hundred Dollars ($100)
1987 - 88 One Hundred Five Dollars ($105)

times the number of full-time faculty will be allocated, distributed and managed as per past practice. All faculty travel beginning with the period August 16th and continuing through August 15th of the year following shall be considered for distribution of excess travel funds.

Section 8: A leave of absence of one (1) year may be granted to any faculty member who is on tenure, upon application, for the purpose of advanced study. The Board may extend such leave an additional one (1) year upon request. Upon return from such a leave, a faculty member shall be placed at the position on the salary schedule that he would have been placed had he taught in the College during such period.

Section 9: Upon application for exchange teacher positions under either national or international programs, leave may be granted to tenure faculty members. Any faculty member granted an exchange leave shall be compensated on the basis of said faculty member's regular salary status. Any period served as an exchange teacher shall be considered as time taught with the College for the purpose of the salary schedule.

Section 10: A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for one (1) enlistment period for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces. Upon return from such leave, in accordance with the requirements of such applicable law for the retention of reemployment rights, a faculty member shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period. Sick leave credits may accumulate during the period of such absence to a maximum of twenty (20) days. In keeping with current practice, short-term military leaves shall be paid by the Board with the Board making up the difference between the contractual salary of that leave period and the salary paid by the Government for military services.

(a) In cases where the faculty member has a choice of time of duty, the faculty member shall discuss the matter with the administration and attempt to choose the period that least interrupts his College responsibilities.

Section 11: A leave of absence of up to one (1) year shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff. The Board may extend such leave beyond the one (1) year limit if it so desires. Upon return from such leave, such faculty members shall be placed at the same

position on the salary schedule that they would have been had they taught in the College during such period.

Section 12: The Board shall grant a leave of absence without pay (or increment) of not less than one (1) semester nor more than one (1) year to any faculty member with three (3) or more years of continuous service with the College to campaign personally for or serve in a public office. If elected to the State Legislature or to Congress, the faculty member may request an extension of the leave of absence.

Section 13: A maternity leave shall be granted upon request with as much advance notice as practicable. The employer reserves the right to request a physicians certification that the employee is physically capable of performing the duties to which the employee is assigned until the time of leave and upon return from leave. Such leave shall be granted without pay or increment for a period not to exceed two (2) semesters beyond the date on which the leave became effective. Upon request, the Board may extend such leave. All or any portion of a maternity leave may, at the faculty member's option, be charged to her available sick leave.

Section 14: Leaves of absence without pay not to exceed two (2) years duration, will be granted to faculty members who join the Peace Corps, Vista or Teacher Corps as full-time participants in such programs provided notification to the President of intent to apply for such leave is made by April 1 for the ensuing academic year. Any period so served shall be treated as time taught for the purpose of the salary schedule.

Section 15: Any faculty member may make application for up to a year's leave of absence without pay necessitated by the faculty member's extended illness. Such leave may be extended at the end of the year. After an extended illness, the Board may request that the faculty member present a statement from a physician certifying the faculty member's physical fitness for return to work.

Section 16: A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits toward sabbatical leave while on such leave.

Section 17: Faculty members with paid leave will be given all fringe benefits. Faculty members with unpaid leave will have group life insurance coverage continued based upon the faculty member's last annual salary with the premium paid by the Board for at least one year. Faculty members with unpaid leaves may maintain other fringe benefits at their own cost.

Section 18: Reasonable efforts will be made upon return from a leave of absence to assign the faculty members to the same or a comparable position.

Section 19: Faculty members on unpaid leave will not gain increments in the salary schedule unless specified in said leave policy.

Section 20: Two (2) days leave per year with pay shall be available to the Association for use by faculty who are officers or representatives of the Association. Notification of use shall be submitted in writing one week in advance of the leave. As in past practice, the Board may request a follow-up report of the activity.

Article VII

PROFESSIONAL IMPROVEMENT

Section 1: Faculty members are eligible to apply for grants toward cost of tuition under any fund the Board administers for this purpose. The Association is also to have a representative on the committee that recommends to the Board the recipient of such grants.

Section 2: Faculty members are to be granted tuition-free entrance for credit to any Kellogg Community College sponsored class they desire so long as there is no conflict with their own assignment. Said faculty members will notify the Executive Vice President or his designated representative of the intent to register prior to the registration in the heretofore-mentioned class.

Section 3: Faculty members' present spouses and dependent children as defined by the Internal Revenue Service are to be granted tuition-free entrance to any Kellogg Community College sponsored class. Standard registration procedures are to be followed.

Article VIII

INSURANCE

Section 1: The Board will provide M.E.S.S.A. Super Med I or another mutually agreed equivalent (not to exceed the current rate for Blue Cross-Blue Shield WVD2, option 4, with the ML rider). The coverage shall be for each full-time permanent faculty member, or for each part-time permanent member teaching over half-time in his area, and his dependent coverage for immediate family (spouse and dependent children under age 25) from the date of enrollment. It shall be the responsibility of the faculty member to comply with the enrollment dates established by the company and inform the Board with appropriate forms of any changes in his status that will affect his insurance status.

The medical coverage shall be for a full twelve months and shall be effective for the life of this Agreement of through the last month of active employment for faculty terminating prior to the end of the contract year. Upon retirement, a faculty member shall have the right to transfer into the retired teacher group and participate in the coverage provided thereunder, provided the retiree makes arrangements to pay the full premium or subscription rate for such coverage.

Section 2: The Board will provide a dental plan with family coverage and $1200 orthodontic rider.

Section 3: A group life insurance policy shall be furnished each permanent faculty member with a face value equal to one and one-half (1.5) the faculty member's annual base salary rounded to next highest $100 (unless already a multiple of $100). Such policy shall provide double the above-recited benefits in case of accidental death and triple the benefits in case of death resulting from an injury incurred while a passenger on a commercial carrier.

(a) To fulfill the above the employer shall not be required to duplicate any other coverage resulting from other benefits provided for herein.

(b) Upon being hired, a faculty member shall be permitted to purchase supplementary life insurance with a face value up to one and one-half (1.5) times the faculty member's annual base salary rounded to the nearest $100.00 under the master policy. See Memorandum B for the rates which apply.

(c) At time of retirement or resignation, the employee may convert this group life insurance policy to any standard policy written by the insurance company for the age bracket involved at regular premium rates to be paid by the employee.

Section 4: The Board will provide for a Long-Term Disability Plan to include:

(a) Sixty percent of monthly earnings to a maximum of One Thousand Five Hundred Dollars ($1,500) per month.

(b) Ninety-day waiting period for benefits.

(c) Coverage not to exceed age 65.

Section 5: The Board will provide each faculty member with comprehensive public liability insurance in an amount not less than One Hundred Thousand Dollars ($100,000.00) for each occurrence or accident. Coverage shall be sufficiently broad to protect faculty members involved in extracurricular activities carried on directly or indirectly under the auspices of the Board or its representatives and shall include protection against risk or injury from unusual hazards.

Section 6: The Board will provide the following vision care plan: VSP-3 (Vision Service Plan-3).

Section 7:

(a) The Board shall pay insurance premium increases up to one hundred fifteen (115%) percent of the rates in effect for the previous fiscal year with excess paid by the employee.

(b) The employee "base" will be determined for 1986-87. This employee base will then be used to calculate total composite premium costs for 1986-87 for hospital, medical, dental, life, Long Term Disability and vision insurance plans. Composite premium costs for these plans for 1987-88 will be calculated. Costs will be compared. The Board shall pay the increases up to one hundred fifteen percent (115%) of the rates in effect for 1986-87 with the excess paid by the employee.

Article IX
RETIREMENT

Section 1: The Board agrees, during the life of this agreement, to continue the present Retirement Program and Tax Sheltered Annuity Plan on the same conditions as prevailed prior to the execution of this agreement or as amended by law.

Section 2: Upon retirement, under the provisions of the State Retirement Act, full-time faculty who are eligible to begin drawing annuity immediately and choose to do so shall be paid at their last annual rate based upon a two hundred (200) day year for an accumulated sick leave up to one hundred (100) days. If at a later date, the employees shall, for any reason, return for employment in the District, the Board will not be responsible for these benefits a second time. The faculty member must have been an employee of the school district for a period of ten (10) years to be eligible for this benefit. The faculty member may request, for tax purposes, payment in a lump sum or to be paid in equal annual payments over a two (2) or three (3) year period.

Section 3: The Board agrees to continue to provide payment of the faculty member's contribution to the Michigan Public School Employees Retirement Fund.

Section 4: Voluntary Early Retirement Program

(a) The Voluntary Early Retirement Program is to be effective May.1, 1983. Eligible faculty members desiring to initiate implementation of this voluntary early retirement program shall complete the application form which may be obtained from the College Controller.

(b) Faculty eligible for the Voluntary Early Retirement Program are those faculty members who meet one of the following:

(1) Are eligible to participate in the Michigan Public School Employees Retirement System (M.P.S.E. R.S.) under the "Rule of 80 Retirement Plan" during the calendar years of 1986, 1987, and 1988.

(2) Are eligible under the M.P.S.E.R.S. "Member Investment Plan" by attaining thirty (30) years of creditable service at any age.

(3) On August 16th of any calendar year are fifty-five (55) years of age and who have not yet reached the age of sixty-two (62).

In all instances, eligible faculty members must have been employed at Kellogg Community College on a full-time basis for the last fifteen (15) consecutive years.

(c) Approved unpaid leaves of absence granted in accordance with Article VI, Section 8, 9, 10, 11, 12, 13, 14, 15, shall be credited toward consecutive years of employment but will not count toward the required fifteen (15) years of service to the College. Persons granted leave in accordance with Article VI, Section 6 shall be credited with consecutive years of employment and such leave will be credited toward the fifteen (15) years of service to the College.

(d) The Board shall establish and credit a sum of money to the eligible employees Voluntary Early Retirement account.

(1) An incentive credit shall be computed using a factor multiplied by the number which represents the difference between the employee's age at the time of retirement and the employee's 62nd birthday. This credit is computed as follows:

Age 55 on August 16	2,500 x 7
Age 56 on August 16	2,400 x 6
Age 57 on August 16	2,300 x 5
Age 58 on August 16	2,200 x 4
Age 59 on August 16	2,100 x 3
Age 60 on August 16	2,000 x 2
Age 61 on August 16	1,900 x 1

(2) Eligible early retirees under Paragraph (b), Sections 1 and 2 who choose to retire prior to attaining the age of fifty-five shall have benefits deferred until the age of fifty-five, at which time the payments as provided for will begin.

(e) The eligible employee may choose between two methods of payment from his/her Voluntary Early Retirement account:

(1) The employee will draw the appropriate yearly amount described in Article IX, Section 4(d)1 or 4(d)2.

(2) The employee may elect to have all or a portion of his/her payments under (1) above used to pay hospital medical, life, and/or dental insurance coverage as part of the College Group Plan.

(f) In the event of the employee's death while participating in the Voluntary Early Retirement Program, the unpaid balance in his/her account shall be paid to the designated beneficiary by the method designated in (e) above.

(g) The eligible participant may, while participating in the Voluntary Early Retirement Program, volunteer each semester for available part-time faculty assignments in the area of his/her responsibility established during his/her tenure at the College. Such assignments will be compensated at the then-current part-time rate of pay.

(h) Each employee who selects the Voluntary Early Retirement Program shall be treated as a resignation and shall not be eligible for any benefits or employment rights including Unemployment Compensation except those expressly provided herein.

(i) Each eligible employee desiring to implement his/her Voluntary Early Retirement Program shall complete the Application Form prior to February 15th for implementation on the 16th day of August.

(1) Employees retiring under the provisions of Section 4(b)1, 4(b)2, and 4(b)3 shall complete the Voluntary Early Retirement Program application form six (6) months before the retirement date.

(j) Any employee who has applied for this retirement program must be actively employed on regular status on August 15th or December 30th of the year of the employee's retirement.

Article X

GRIEVANCE PROCEDURE

Section 1: A grievance is a claim based upon an event or condition which affects the welfare or conditions of employment of a faculty member or a group of faculty members and/or the interpretation, meaning or application of any of the provisions of this agreement. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I above shall not constitute a grievance.

Section 2: In the event that a faculty member or group of faculty members or the Association believe they have a basis for a grievance, he or they shall first informally discuss the grievance with their department chairman or the appropriate administrator.

Section 3: If, as a result of the informal discussion with the department chairman or appropriate administrator, a grievance is believed to exist, the grievant may invoke the formal grievance procedure by formalizing the complaint as a written grievance. In the event the complaint becomes a grievance, it will be processed in the following manner:

Section 4: FIRST STEP. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the faculty member, group of faculty members or the Association representative filing the grievance and must be presented to the appropriate department chairman and/or dean within whose jurisdiction it arose within thirty (30) days following the event upon which the grievance is based. The department chairman or dean shall give a written decision, with the reasons therefor, to the aggrieved faculty member, if any, and the Association representative within five (5) school days following the date upon which the grievance was received.

Section 5: SECOND STEP. If the faculty member, group of faculty members, or the Association representative is dissatisfied with the written First Step answer and wishes to appeal such decision, he must, on his own behalf or through the Association, appeal the decision in writing. The appealing party must submit a copy of all preceding written statements of the grievance and of decisions of previous authorities directly involved in the First Step. The appeal is to be made to the President or someone by him designated within five (5) school days after receipt of the First Step answer. The President and/or his designees shall meet with the aggrieved faculty member, or faculty members, if any, and/or the Association representative within five (5) school days after receipt of the notice of appeal to discuss the grievance. Either party shall have the right to have witnesses present at such hearing and the Association may, if it so elects, have a permanent staff representative(s) present. The President or his designee shall give a written decision with respect to the grievance, with the reasons therefor, to the aggrieved faculty member, if any, Association representative, department chairman and the dean involved within five (5) school days after such hearing.

Section 6: THIRD STEP. If the grievance has not been settled in the foregoing steps and the matter is to be appealed, the aggrieved faculty member, group of faculty members or the Association representative shall, within five (5) school days after receipt of the Board's Second Step decision, advise the President, in writing, of the intent to enlist the services of a mediator from the Michigan Employment Relations Commission. Within ten (10) school days after receipt of such written intent by the President (unless an extension of time is mutually agreed upon), the Association representative and permanent staff representative(s) shall meet with a state mediator and a committee designated by the President to consider the grievance. Within five (5) school days after such meeting, the chairman of the Board's committee shall give a written decision, with the reasons therefor to the aggrieved faculty member, or group of faculty members, if any, the Association representative and permanent staff representative and the President, department chairman, and dean involved.

Section 7: FOURTH STEP. If the grievance has not been settled in the foregoing steps and the matter is to be further appealed, the aggrieved faculty member, group of faculty members or Association representative shall, within five (5) school days after receipt of the Board's Third Step decision, advise the President, in writing, of the desire to appeal the matter to the Board of Trustees. The President shall promptly forward a copy of the grievance and all previous decisions to the Chairman of the Board of Trustees. Within thirty (30) calendar days following the date of appeal at this step, said Board or committee of Board members by it designated shall meet in executive session to consider the grievance. The decision of the Board or its designated committee shall be communicated in writing, with the reasons therefor to the aggrieved faculty member, group of faculty members or Association representative and permanent staff representative, the President, department chairman and dean involved within five (5) school days following date upon which the Board or its designated committee takes formal action on such grievance.

Section 8: It is understood and agreed that a grievance shall not be initiated at a level below that at which the facts upon which it is based, occurred. This, however, shall not preclude an oral discussion at the initial level.

Section 9: The time limits specified in Section 4 through 7 of this Article may be extended by mutual agreement of the administration and the faculty member, group of faculty members involved and/or the Association representative. If a grievance which has not been settled at any step of the grievance procedure is not appealed by the faculty member, group of faculty members or Association, on its own behalf, to the next succeeding step within the time limits provided for such appeal, such grievance shall be considered as having been withdrawn and shall bar further action on such grievance. If a grievance is not answered by the Board within the time limit specified for such answer at any step of the grievance procedure, the faculty member, group of faculty members and/or Association representative shall be entitled to appeal the grievance to the next step of the grievance procedure within the time limits provided had the decision been rendered on time.

Section 10: All discussions with respect to the grievance shall be kept confidential by the parties involved during the procedural steps of the efforts to resolve the grievance: Provided that either party may release pertinent information to any or all personnel related to the grievance.

Section 11 No ruling or adjustment shall be contrary to any provisions of this agreement.

Section 12: It is agreed that the denial of tenure to a faculty member shall not be proper subject for the grievance procedure.

Section 13: Hearings and conferences referred to in this Article shall be held at those times most convenient and least disruptive of the teaching and administrative assignments of those involved. In order to achieve this end, hearings and conferences will be scheduled, insofar as possible, at times when none (or the least number) of the involved faculty members have scheduled classes. If it is not possible to schedule a hearing or conference at a time when involved faculty members are free from class assignments, such faculty members shall suffer no loss of pay for time necessarily spent in such meetings, provided:

(a) The faculty member, prior to such meeting, instructs his class as to what substitute and/or related activity it is to engage in during or in lieu of such class period; and, provided further,

(b) A faculty member whose attendance as a witness at such meeting is necessary in order to present as support pertinent facts involved in the subject under discussion shall be permitted to attend such meeting only for the period of time necessary to elicit the information he has to offer. Such decisions as to who shall be entitled to be present as witnesses at hearings, conferences and/or meetings shall be mutually agreed upon by the administration and the Association representative: Provided either the Association or the Board may have two (2) College associated witnesses without mutual consent.

Section 14: If a grievant has a grievance which he wishes to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and an opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement.

Section 15: Implementation of Agreements or Judgments. Except through mutual agreement by the parties involved, any agreement or judgment reached through the grievance procedure must be implemented within fifteen (15) calendar days.

Section 16: Time limits given as school days shall be prorated on the basis of seven (7) calendar days for each five (5) school days between the completion of Winter semester and the commencement of Fall semester.

Article XI

TENURE

Section 1: The purpose of this section shall be to define probationary periods, tenure and discharges.

Section 2: Probationary Period.

(a) New faculty members shall be on probationary status for the first three (3) years of their employment.

(b) No faculty member shall be required to serve more than one (1) probationary period in this institution.

(c) In the event that a faculty member had been granted tenure by another controlling board, he may at the option of the Board be placed immediately on tenure, or at any time during the period described in (a).

(d) Probationary letters of appointment for probationary faculty members will be renewed if both the faculty member and the Board desire such renewal. The Board shall notify the probationary faculty member, in writing, sixty (60) days prior to the expiration of his existing contract or by March 15, whichever occurs first, with a definite written statement as to whether or not his work has been satisfactory. Probationary faculty instructing under a non-standard academic year contract will be notified in writing sixty (60) days prior to the expiration of their existing contract as to whether their work has been satisfactory. Failure to submit the written statement shall be considered as conclusive evidence that the faculty member's contract will be renewed. Any probationary faculty member not on tenure shall be employed for the ensuing year unless notified in writing at least sixty (60) days before the close of his contract that his services will be discontinued.

Section 3: Tenure

(a) After the satisfactory completion of the probationary period, the faculty member shall be granted tenure by the College Board and shall not be dismissed except as hereinafter provided.

(b) A faculty member may discontinue his service with the

Board prior to July 1 for the next academic year. After July 1, the faculty member may discontinue his service only by mutual consent of the Board and faculty member.

(c) Any faculty member on tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy for which he is qualified.

Section 4: Discharge

(a) Discharge of a faculty member under tenure may be made only for reasonable and just cause, and after charges, notice and hearing and determination thereof, as hereinafter provided.

(b) All charges against a faculty member shall be made in writing, signed by the appropriate administrative official, and filed with the Board: Provided charges concerning the character of professional services shall be filed at least sixty (60) days before the close of the academic year. In the event the Board determines that such charges should be pursued, it shall furnish the faculty member with a written statement thereof and shall at the option of the faculty member, provide for a hearing thereon, to be held within thirty (30) days after the filing of such charges.

(1) On the filing of charges with the faculty member, the Board may suspend the accused faculty member from active performance of all duties or a portion thereof until a decision is rendered by the Board: Provided that if the decision of the Board is appealed and the commission reverses said decision of the Board, the faculty member shall be entitled to all salary lost as a result of such suspension.

(c) The hearing shall be conducted in accordance with the following provisions:

(1) The hearing shall be private or may be public at the mutual agreement of the Board and faculty member involved.

(2) No action shall be taken resulting in the dismissal of a faculty member except by a majority vote of the members of the Board.

(3) Both the faculty member and the Board may be represented by counsel.

(4) Testimony at the hearing shall be taken on oath or affirmation.

(5) The Board shall employ a stenographer who shall take a full record of the proceedings of such hearing and who shall, within ten (10) days after the conclusion thereof, furnish the Board, Tenure Commission and the faculty member affected thereby with a copy of the transcript of such record, which shall be certified to be complete and correct.

(6) The Board shall have the power to subpoena witness and documentary evidence, and shall do so on its own motion or at the request of the faculty member against whom the charges have been made. If any person shall refuse to appear and testify in answer to any subpoena issued by the Board, such controlling board may petition the circuit court of the county setting forth the facts which court shall there upon issue its subpoena commanding such person to appear before the Board there to testify as to the matters being inquired into. Any failure to obey such order of the court may

be punished by such court as contempt thereof.

(7) The Board shall provide in writing within seven (7) days after the termination of the hearing, its decision.

(d) If the faculty member appeals the decision of the Board, he may appeal said decision to any member of the Tenure Commission as provided below; the appeal must be made in writing within seven (7) days of the receipt of the Board's decision. The Tenure Commission shall provide for a hearing within ten (10) days from the date of the appeal. The hearing will be conducted as provided in Article XI, Section 4(c) except the word "Board" will read "Tenure Commission" in Section 4(c) 1, 2, 6, 7.

(1) Said Tenure Commission shall be composed of two (2) faculty members appointed by the Association and two (2) College administrators appointed by the Board and a fifth member selected from the community by the four (4) appointed members.

(2) The appointed members will be selected within thirty (30) days of faculty ratification of the Master Agreement. The Tenure Commission will be responsible for selecting a slate of probable candidates for the fifth position on the Tenure Commission.

(3) The Tenure Commission's decision shall be binding on both parties and shall be transmitted to the parties involved by registered letter within seven (7) days after the termination of the hearing.

(4) The Board of Trustees and the Kellogg Faculty Association will equally share the following expenses encumbered by the Tenure Commission:

a. Stenographer.

b. Manuscript costs up to a maximum of seven.

c. Transportation, meals and lodging of the fifth (5th) person if necessary.

Section 5: Faculty members previously granted tenure by the College Board shall have tenure under this article. The probationary period for faculty members without tenure employed prior to the 1969-70 academic year shall be as per past policy.

Article XII

PROFESSIONAL COMPENSATION

Section 1: Present faculty members will advance one (1) step on the salary schedule for each future year of experience until such time as they will reach the top of their appropriate level. Faculty members who begin work after August 15, 1969 will be credited, for salary schedule purposes, with one (1) year of credit for each two (2) years of related work experience and/or one (1) year of credit for each one (1) year of prior teaching experience not to exceed in the aggregate total of six (6) years credit.

Section 2: A faculty member employed an additional number of days outside of the standard academic year or extended standard academic year, excluding faculty teaching on the overload basis during the interim and summer sessions, will be compensated at a daily rate equivalent to his basic yearly salary divided by the number of days in the standard academic year.

Section 3: Deductions may be authorized and shall be executed for any of the following:

(a) United professional dues,

(b) Government bonds,

(c) Credit union (school employees),

(d) Tax Sheltered Annuity (T.S.A.) contracts shall be available to all Internal Revenue Service qualified plans which are able to fit within the payroll deduction system.

(e) United Fund, and

(f) Such others as mutually agreed upon by the Association and the Board.

Section 4: The Salary of each faculty member shall be paid on a bi-weekly nineteen (19) pay period basis, however, the faculty member may elect to have his pay periods on a bi-weekly twenty-six (26) pay period basis. The faculty members who work in addition to the normal academic year shall be paid in bi-weekly periods over the period worked.

Section 5: Salary checks will be placed in the faculty member's mailbox by Business Office personnel unless otherwise mutually arranged by the Business Office and the faculty member(s) involved. Any salary check missing from a mailbox will be replaced within one (1) banking day after the Business Office is notified of the loss.

Article XIII

GENERAL

Section 1: All examinations required by the Board shall be at no expense to the faculty member.

Section 2: The faculty role concerning the selection of textbooks shall remain as it was prior to the execution of this agreement.

Section 3: Copies of this agreement shall be presented to all faculty members now employed or hereafter employed by the Board. Every faculty member shall receive one (1) copy of this agreement. The Association shall be given fifty (50) copies of this agreement. Copies of this agreement shall be printed at the expense of the Board.

Section 4: This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual faculty member's letters of appointment heretofore in effect. All future faculty members' letters of appointments shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board

Section 5: If any provision of this agreement or any application of the agreement to employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining within fifteen (15) days of official notification for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 6: The Association agrees that, during the life of this agreement, it shall represent, equally, all faculty members within its jurisdiction, regardless of their membership or non-membership in the Association.

Section 7: The Board has a statutory obligation, pursuant to the Michigan Public Employees Act Number 336 of the Public Acts of 1947, as amended, to negotiate with the Association as the sole and exclusive collective bargaining representative of the College professional personnel, as defined in Article I of this agreement.

Section 8: The Association shall have the opportunity to discuss with the Board their position on contemplated millage questions before the final millage requests are set.

Section 9: The appropriate faculty members will have an opportunity to consult with the College administration in areas of curricula, financial and long-range college development prior to the implementation, adoption and/or general publication. Examples of such areas of faculty involvement and institutional development are as follows:

- (a) College building programs,
- (b) Departmental (capital outlay) requests,
- (c) Scheduling of regular departmental meetings,
- (d) Textbook selection,
- (e) Curriculum changes, and
- (f) Academic standard.

Section 10: The final decision-making authority and responsibility of the above section is vested in the Board.

Section 11: Representatives of the Board and the Association's bargaining committee will meet at least once within each calendar month during the academic year for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, five (5) days prior to the meeting, an agenda covering what they wish to discuss. If no notice is given for a desire to meet during the month, no meeting will be held.

Section 12: The Board and the Association shall continue to cooperate in an attempt to improve the evaluation procedures.

Section 13: During April of 1988, the parties shall initiate negotiations for the purpose of entering into a successor Agreement.

Article XIV

DURATION OF AGREEMENT

This Agreement shall be effective as of the 16th day of August, 1986, and the terms and provisions thereof shall remain in full force and effect through the 15th day of August, 1988.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Battle Creek, Michigan on the 19th day of August, 1986.

KELLOGG FACULTY ASSOCIATION

Steven R. Severin	C Robert Secrist
Steven R. Severin **President**	**C. Robert Secrist** **Chief Negotiator**

BOARD OF TRUSTEES
KELLOGG COMMUNITY COLLEGE

	John S. Nubel
Eugene D. Hamaker **Chairman**	**John S. Nubel** **Chief Negotiator**

APPENDIX A

Section 1:

(a) Faculty Salary Schedule for 1986-87

Years of Experience	Non Degree	BA Degree	MA Degree	MA+30 Degree	MA+60 Degree
0	$16,521	$18,549	$20,328	$21,175	$22,017
1	17,321	19,608	21,571	22,420	23,268
2	18,172	20,722	22,883	23,740	24,592
3	19,034	21,852	24,211	25,070	25,932
4	19,908	22,997	25,558	26,425	27,290
5	20,792	24,155	26,919	27,293	28,666
6	21,679	25,330	28,302	29,182	30,059
7	22,597	26,519	29,700	30,685	31,471
8	23,515	27,724	31,117	32,010	32,901
9	24,447	28,945	32,554	33,449	34,364
10	25,388	30,181	34,008	34,913	35,816
11	26,341	31,437	35,479	36,389	37,301
12			37,143	38,066	38,984

ANNUAL LONGEVITY PAYMENT

13th Thru 19th Year	$360.00
20th Year and Over	$540.00

(b) Faculty Salary Schedule for 1987-88

Years of Experience	Non Degree	BA Degree	MA Degree	MA+30 Degree	MA+60 Degree
0	$17,347	$19,476	$21,344	$22,234	$23,118
1	18,187	20,588	22,650	23,541	24,431
2	19,081	21,758	24,027	24,927	25,822
3	19,986	22,945	25,422	26,324	27,229
4	20.903	24,147	26,836	27,746	28,655
5	21,832	25,363	28,265	29,183	30,099
6	22,763	26,597	29,717	30,641	31,562
7	23,727	27,845	31,185	32,114	33,045
8	24,691	29,110	32,673	33,611	34,546
9	25,669	30,392	34,182	35,121	36,082
10	26,657	31,690	35,708	36,659	37,607
11	27,658	33,009	37,253	38,208	39,166
12			39,000	39,969	40,933

ANNUAL LONGEVITY PAYMENT

13th Thru 19th Year	$378.00
20th Year and Over	$567.00

Section 2: Course Work

The Board will pay the tuition costs, fees and required books costs for faculty members for completed courses related to their area of responsibility or approved in advance by the Board. An Intent to Register form shall be completed prior to enrollment in the course(s) and documentation of costs and completion will precede payment. A faculty member on leave(s) of absence is ineligible for this benefit.

Section 3: Overload and Summer School Pay

Year	Per Semester Contact Hour
1986-87	$350
1987-88	$375

Section 4: Off-Campus Teaching (Outside the Battle Creek metropolitan area will be voluntary).

The off-campus faculty member's salary will be the same as the overload schedule with the following additions:

(a) The Board will provide transportation for the faculty member or if College vehicles are not available.

(b) The faculty member may provide his/her own transportation and be compensated at the rate of twenty and one-half (.205) cents per mile for the round trip distance between the College and the off-campus teaching site if the trip requires the travel of that distance.

(c) The faculty member will receive for off-campus teaching an amount equal to one-half (½) (pro-rated on an hourly basis) of that received for teaching the off-campus class for time in travel. The travel time will be estimated at the beginning of the class and paid according to the salary payment guidelines.

Section 5:

(a) The College will pay a standard rate of twenty and one-half (.205) cents per mile to those Health Technology faculty members who are required by their position to travel by car from the College to their off-campus teaching sites, excluding those faculty teaching at Leila Hospital and Community Hospital.

(b) Health Technology faculty will be paid mileage according to the following procedure:

(1) Faculty teaching at clinical sites other than Leila and Community Hospitals will be compensated for the round trip distance between the College and the off-campus teaching site.

(2) Faculty supervising students in varied clinical sites will submit a mileage (trip) record to the disignated administrator every two weeks.

Section 6: Clinical Assistants shall be paid on the following two-tier rate.

(a) Assignment	Year	Salary Per Week
Tier 1	1986-87	$230
	1987-88	242
Tier 2	1986-87	281
	1987-88	295

Fringe benefits provided by the Board are limited to payments for the Michigan Retirement Plan.

(b) The Tier 1 assignments for clinical assistants are based upon 16 hours per week of clinical instruction and the accompanying preparation and support activities in the following:

Dental Hygiene 11, 21, 31, 41 Clinical Dental Hygiene

Health Occupations 86M, 86X, 86Y, 86Z, and 88J, Nurse Aide/Home Health Aide
Health Technology 10, Integrated Health Services
Medical Laboratory Technician 14 & 26, Coordinated Clinical Practicum
Operating Room Experience—ADN and LPN
Physical Therapist Assistant 14, Physical Therapy Techniques
Physical Therapist Assistant 16, Functional Anatomy
Physical Therapist Assistant 19, Therapeutic Exercise

The Tier 2 assignments for clinical assistants are based upon 16 hours per week of clinical instruction and the accompanying preparation and support activities in the following:

Nursing 30, 50, and 55	Medical Surgical Nursing
Nursing 40	Obstetric Nursing
Nursing 42	Pediatric Nursing
Nursing 45	Mental Health Nursing
Nursing 61 and 63	Nursing Concepts
Practical Nursing 09	Foundations of Practical Nursing
Practical Nursing 10 and 12	Medical Surgical Nursing
Practical Nursing 11	Maternal and Child Health

Section 7: Faculty members engaged in independent study techniques of instruction based upon approved learning contracts with individual students and in correspondence course teaching shall be compensated at the following rates:

Year	Per Credit Hour Generated
1986-87	$23
1987-88	25

The maximum number of learning contracts to be approved per instructor shall not normally exceed four per semester. The participation of faculty members in independent study techniques of instruction is voluntary.

Section 8:

(a) Faculty members employed after July 1, 1981 to teach individualized, open entry/open exit forms of instruction shall be paid for the 1986-87 year at the rate of $15.25 per scheduled hour plus $.10 per hour per year of approved work and/or teaching experience to a maximum of $16.45 per scheduled hour. For the 1987-88 year the rate shall be $16.00 per scheduled hour plus $.10 per hour per year of approved work and/or teaching experience to a maximum of $17.20 per scheduled hour.

(b) Overload Pay

Year	Hourly Rate
1986-87	$12.92
1987-88	13.84

(c) The eight hours per day in the assignment of instructors in the individualized open entry/open exit industrial trades program involve six (6) hours teaching and two (2) hours office assignment.

APPENDIX B

1. Athletics

Coaches of intercollegiate athletics shall be paid in accordance with a formula based upon sport units.

Formula:

Number of Playing Dates and/or Tournaments + Length of Season in Weeks = Sport Units (Subject to Conference Schedule Change)

		1986-87	1987-88
Salary per Sport Unit		$ 80	$ 85
Sport	Standard Sport Units		
a. Women's Volleyball	28	2,240	2,380
b. Men's Basketball	40	3,200	3,400
c. Women's Basketball	30	2,400	2,550
d. Swimming	30	2,400	2,550
e. Women's Softball	18	1,440	1,530
f. Men's Baseball	35	2,800	2,975
g. Athletic Director: 3 hours at the overload pay rate plus the following per semester.		425	450

Assistant Coaches: 35% of corresponding coaches stipend.

2. Other Activities

	1986-87	1987-88
a. Chaperone	$ 30	$ 35
b. Concert Band Director	800	850
c. Counselors*	168**	-0-***
d. Instrumental Director	1,200	1,275
e. Intramural Coordinator	2,200	2,350
f. News Bulletin	1,725	1,800
g. Literary Publication	1,200	1,275
h. Vocal Director	1,200	1,275
i. Eclectic Chorale Director	1,200	1,275
j. Theatrical Coordinator	1,200	1,275
k. Play Director (per production)		
1. Musical	1,425	1,500
2. Drama	950	1,000
3. Children's Theatre	800	850
4. Reader's Theatre	400	425
l. Art Exhibit Director	800	850

m. Assistant Play Directors: 35% of corresponding director's stipend.

*Grandfather the counselors' stipend to the 1982-83 recipients at $672 in 1983-84, $504 in 1984-85, $336 in 1985-86, **$168 in 1986-87, and ***no stipend thereafter.

APPENDIX C

Section 1.

ACADEMIC CALENDAR

1986-87

Day(s) MTWRFSa	Date(s)	FALL SEMESTER 1986
FMR	August 15, 18, 21	New Faculty Orientation
TW	August 19, 20	Day, Evening, Weekend Registration
F	August 22	General Session and Departmental Meetings
M	August 25	Day and Evening Classes Begin
M	September 1	Holiday - Labor Day
T	September 2	Classes Resume
F	September 5	Weekend Classes Begin (Friday evening)
M	September 8	Off-Campus Classes Begin
M	October 20	Mid-Semester (40th day of Instruction)
RFSa	November 27, 28, 29	Holidays - Thanksgiving
M	December 1	Classes Resume
R	December 11	Off-Campus Classes Conclude (80th) day of Instruction)
F	December 19	Grades due on or before 3:00 p.m.
		SPRING SEMESTER 1987
MT	January 5, 6	Day, Evening, Weekend Registration
WR	January 7, 8	Interim Workshop Sessions
F	January 9	and General Session and Departmental Meetings
M	January 12	Day and Evening Classes Begin
M	January 19	Off-Campus Classes Begin
F	January 23	Weekend Classes Begin (Friday Evening)
F	March 6	Mid-Semester (40th day of instruction)
M-F	April 6-10	Spring Recess
M	April 13	Day and Evening Classes Resume
FSa	April 17-18	Holiday - Good Friday/ Easter
F	April 24	Weekend Classes Resume (Friday evening)
R	April 30	Off-Campus Classes Conclude
Sa	May 2	Weekend Classes Conclude
M	May 11	Day and Evening Classes conclude (80th day of instruction)
W	May 13	Grades due on or before 3:00 p.m.
R	May 14	Commencement
F	May 15	Summer Registration
		SUMMER SESSION 1987
F	May 15	Interim and /or Regular Session Registration
M	May 18	Interim Session Classes Begin
M	May 25	Holiday - Memorial Day
T	June 9	Interim Session Classes Conclude
R	June 11	Regular Session Registration

M	June 15	Regular Session Classes Begin
F	July 3	Holiday - Independence Day Observed
T	July 7	Classes Resume
M	July 27	Regular Session Classes Conclude

Section 2: Representatives of the Board and the Association's bargaining committees will discuss a "visitation day" and guidelines governing this day. If they fail to arrive at an agreement prior to April 1, 1987, then the 1987-88 calendar will be in accordance with the 1986-87 calendar format.

For the Board of Trustees John S. Nubel	Date: 19 August 1986
For the Kellogg Faculty Association C. Robert Secrist	Date: 19 August 1986

APPENDIX D

KELLOGG COMMUNITY COLLEGE

GRIEVANCE REPORT

(Complete four copies)

Submitted to:

Name(s) of grievant:

Date filed:

Signature: ______________________________

Statement of grievance: (Give date and nature of grievance and attach any supporting documents)

____

Settlement sought:

1. The grievant acknowledges that in order for the Association to represent him fairly the full facts must be available to the Association. Therefore, the grievant consents to the Association seeing his personnel file.
2. The following will be recorded as endorsement to this form.

   Disposition at any step including the date of disposition and the signature of person making the disposition. The request to appeal including date of appeal.

MEMORANDUM A

Medical-surgical clinical nursing sections may be scheduled between 6:45 a.m. and 10:00 p.m., Monday through Friday, as follows:

Full-time faculty between 6:45 a.m. and 5:00 p.m.;
Clinical assistants between 6:45 a.m. and 10:00 p.m.

Faculty scheduled for these classes shall receive additional compensation, beyond that provided otherwise in the Agreement, for the time before 8:00 a.m. calculated as follows:

Full-time faculty – one-half overload hour for every semester contact hour;
Clinical assistants – 0.5 times weekly salary from Appendix A, Section 6, for every semester contact hour.

The Association will make every effort to insure the availability of faculty to teach the medical-surgical clinical nursing sections pursuant to Article V, Section 5, Subsection (c). If any difficulties would arise securing sufficient faculty, then the Board and Association bargaining committees will immediately meet to review the provisions of this letter.

These provisions shall be reviewed by the Board and Association bargaining committees prior to April 1988.

For the Board of Trustees Date: 19 August 1986
John S. Nubel
For the Kellogg Faculty Association Date: 19 August 1986
C. Robert Secrist

MEMORANDUM B

For 1986-87, the amount of premium the faculty member must pay for the additional life insurance coverage provided for in this memorandum shall be:

Less than 35	15 cents per $1,000
35 but less than 45	25 cents per $1,000
45 and over	40 cents per $1,000

MEMORANDUM C

PAYROLL DATES

The following is the schedule of Payroll Dates for 1986-87 and 1987-88.

1986-87

1986		1987	
July	3	January	2
July	18	January	16
August	1	January	30
August	15	February	13
August	29	February	27
September	12	March	13
September	26	March	27
October	10	April	10
October	24	April	24
November	7	May	8
November	21	May	22
December	5	June	5
December	19	June	19

1987-88

1987		1988	
July	2	January	1
July	17	January	15
July	31	January	29
August	14	February	12
August	28	February	26
September	11	March	11
September	25	March	25
October	9	April	8
October	23	April	22
November	6	May	6
November	20	May	20
December	4	June	3
December	18	June	17

Note: Every seven or eight years, there are twenty-seven (27) scheduled payroll dates rather than the normal twenty-six (26). This situation next occurs during the 1988-89 fiscal year.

1986

JANUARY

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FEBRUARY

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APRIL

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MAY

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JUNE

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AUGUST

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OCTOBER

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DECEMBER

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1987

JANUARY

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FEBRUARY

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MARCH

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JUNE

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OCTOBER

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DECEMBER

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1988

JANUARY

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FEBRUARY

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JUNE

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JULY

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AUGUST

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NOVEMBER

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DECEMBER

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25	26	27	28	29	30	31

KIRTLAND COMMUNITY COLLEGE

MASTER AGREEMENT

1985-87

December 1985

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1985-87

AGREEMENT

The Board of Trustees of Kirtland Community College herein after referred to as the "Board" and the Kirtland Community College Federation of Teachers hereinafter referred to as the "Federation" enter into this agreement for the period beginning July 1, 1985 and ending June 30, 1987.

WITNESSETH

WHEREAS, the Board, the administrative staff and faculty are committed to the advancement of a comprehensive educational program of distinct quality for all interested in the quest for learning, and

WHEREAS, the sound development of college policies and program can best be accomplished by these groups working in harmony and with respect for the roles of each, and

WHEREAS, the parties have mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment of instructional personnel being fully described in Article I hereof, and

WHEREAS, the parties, following extended and deliberated negotiations, have reached certain understandings which they desire to memorialize,

And in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

1985-87

RECOGNITION

The Board hereby recognizes the Federation as the exclusive bargaining representative for all Board appointed full-time classroom instructional personnel.

There shall be excluded from the bargaining unit the following: part-time instructors, accounting personnel, clerical personnel, secretarial personnel, cafeteria personnel, technical personnel, maintenance personnel, custodial personnel, transportation personnel, laboratory assistants, part-time clinical nurses, para-professionals, and area career instructors.

In addition there shall be excluded all administrative and supervisory personnel with Administrative Contracts, and Supervisory personnel.

The term "instructor" when used hereinafter in the agreement shall refer to all employees represented by the Federation in the bargaining or negotiation units as defined, and reference to male teachers shall include female teachers.

All other personnel not specifically mentioned above are excluded from the Federation bargaining unit.

Note: Clarification - Appendix A

ARTICLE II

BOARD OF TRUSTEES RIGHTS AND RESPONSIBILITIES

A. The Board hereby retains and reserves unto itself, all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and Constitution of the State of Michigan and the statutes and the Constitution of the United States of America. These rights and responsibilities shall include but not be limited to the following as deemed necessary and advisable by the Board.

1. To the executive management and administrative control of the College and its properties, facilities and its employees;
2. To hire, pay, retain, promote, demote, and dismiss its employees;
3. To establish individual courses and programs of instruction including special programs, to keep the college buildings in good repair, and to furnish materials, equipment and non-teaching services to conduct the College properly; to provide for development and utilization of facilities; and, to provide for athletic, recreational and social events for students and the community;

ARTICLE II (continued)

4. To determine class schedules, the hours of instruction, the duties, assignments of instructors, and other contractual services.

B. The exercise of these rights, powers, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this agreement.

ARTICLE III

NEGOTIATION PROCEDURE

A. At least 60 but no more than 90 calendar days before June 30th in the year of the expiration of this agreement, and upon written notice by the Federation, to the President of the College, the parties shall begin negotiations for a new agreement covering hours, wages, terms and conditions of employment of instructors employed by the Board.

B. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that the representatives selected by each shall be clothed with all necessary power and authority to make proposals and bargain in the course of negotiations. Both parties agree to limit their respective bargaining teams to a number conducive to maintaining good negotiation progress. Normally, three (3) negotiators and one (1) or two (2) consultants should be maximum. Written notice shall be exchanged prior to the beginning of negotiations indicating the chief spokesperson for each team and his authority.

C. It is recognized that no final contract can be executed without ratification by the Board and the Federation.

ARTICLE IV

1985-86 SALARY RANGES

Regular Two Semesters: 168-172 workdays	Ranges
V C	$15,444 - $21,869
BA / BS	$16,115 - $24,720
MA / MS	$17,739 - $27,942
MA / MS + 15	$18,039 - $28,256
MA / MS + 30	$18,339 - $28,570
PhD	$18,939 - $29,198

44 Week Load: 220 workdays	
ADN / VC	$15,000 up - Open maximum
BA / BS	$17,000 up - Open maximum
MA / MS	$19,000 up - Open maximum

See Instructors' Salaries - Appendix B

It is the exclusive right of the administration to determine range placement based upon experience, qualifications, education, needs of the college, and the market for instructors (supply and demand).

See Appendix A for Clarification of Supply and Demand

The summer school rate for full-time instructors covered by this agreement shall be at the rate of $18 per contact hour for the summers of 1986 and 1987. The summer school rate for Cosmetology Instructors shall be at the rate of $10 per contact hour for the summers of 1986 and 1987.

ARTICLE IV

1986-87 SALARY RANGES

Regular Two Semesters: 168-172 workdays	Ranges
V C	$15,944 -- $22,801
BA / BS	$16,615 -- $24,614
MA / MS	$18,239 -- $29,132
MA / MS + 15	$18,539 -- $29,460
MA / MS + 30	$18,839 -- $29,787
MA / MS + 45	$19,139 -- $30,100
PhD	$19,439 -- $30,442

44 Week Load: 220 workdays	
ADN / VC	$15,000 up - Open maximum
BA / BS	$17,000 up - Open maximum
MA / MS	$19,000 up - Open maximum

See Instructors' Salaries - Appendix C

It is the exclusive right of the administration to determine range placement based upon experience, qualifications, education, needs of the college, and the market for instructors (supply and demand).

See Appendix A for Clarification of Supply and Demand

The summer school rate for full-time instructors covered by this agreement shall be at the rate of $18 per contact hour for the summers of 1986 and 1987. The summer school rate for Cosmetology instructors shall be at the rate of $10 per contact hour for the summers of 1986 and 1987.

ARTICLE V

FRINGE BENEFITS

A. LIABILITY INSURANCE

The college will provide each instructor with liability insurance protection in the amount of $100,000.00 in the performance of their assigned teaching duties.

B. LIFE INSURANCE, ACCIDENTAL DEATH & DISMEMBERMENT AND MONTHLY DISABILITY (to age 65) BENEFITS

	Group Term Life Insurance	Accidental Death & Dismemberment	Monthly Disability Benefits
Teachers	$15,000.	$15,000.	66 2/3% of base salary

The Board shall provide for dependent term life insurance as follows: spouse ($2,000); children ($1,000 per eligible child).

The individual instructor may elect, at his own expense, additional life term insurance for himself and members of his immediate family at the group rate, subject to conditions of insurer.

Life insurance & AD&D benefits terminate at age 70.

C. LONG TERM DISABILITY INSURANCE

This coverage is included with life insurance and AD&D as per the above schedule. This insurance is payable after 90 days of disability until age 65. The monthy earnings will be as defined in the group policy.

ARTICLE V (continued)

D. HOSPITALIZATION, SURGICAL, AND MEDICAL INSURANCE

The college shall provide hospitalization, surgical, and medical insurance, for each instructor and immediate family from Blue Cross-Blue Shield as follows:

Comprehensive Hospital, Semi., Riders D45NM, IMB, OPC, CC, COB-2, SA and DCCR; MVF-2, Riders ML and DC; 65 Option - Exact Fill; PDP $2.00; Master Medical Option 4.

E. The Board of Trustees shall provide dental insurance coverage for basic dental services, prosthodontic services an orthodontic services for each instructor and his immediate family from a self-insured Dental plan as follows:

Selected Benefits - & Percentage	Class I Benefits	- Basic Dental Services	- 75%
	Class II Benefits	- Prosthodontic Dental Services	- 50%
	Class III Benefits	- Orthodontic Dental Services	- 75%

Maximum Contract Benefit - $1000 per person total per contract year for Class I and Class II Benefits. Payment for Class III Benefits shall not exceed a lifetime maximum of $750 per person.

F. TRAVEL ACCIDENT INSURANCE

The college shall provide travel accident coverage for each instructor while traveling on authorized college business. The beneficiary is the instructor's family as designated, and the coverage is $50,000.

ARTICLE V (continued)

G. FRINGE BENEFITS

Fringe benefits shall apply to all full-time instructors on annual or semester contracts, including instructors on professional improvement leave; and shall discontinue when an instructor is terminated, takes military leave, or a leave without pay in excess of three months.

H. Savings from the self-insured dental program will be used to initiate an optical program to commence between July 1, 1986 and September 30, 1986.

The preceeding fringe benefits will be in effect for the 1985-87 academic years. After consultation with the Federation, the Board reserves the right to develop and initiate a self-insured plan for hospitalization, surgical and medical coverage for the future. Benefits under a self-insured plan shall equal existing benefits.

Note: Benefits described above shall continue through the contractual year in which the instructor(s) is/are notified of the possibility of being discontinued. Such benefits shall terminate on August 31 following the end of the contractual year such notification was issued unless otherwise extended by the College President or his designee.

Definition: Immediate Family as it applies to Article V - Fringe Benefits shall mean spouse, and eligible children (sons and daughters).

ARTICLE VI

CONTRACTS

A. All Instructor contracts shall be issued for returning members of the faculty upon ratification of a succeeding master agreement or by the 30th of June, whichever shall be later.

B. Said contracts are to signed and returned to the office of the President of the College within fifteen (15) calendar days after their receipt by members of the faculty, or by July 15th, whichever is later. Failure to return contracts by the due date will be an expression of intent not to return to Kirtland Community College for the following year.

ARTICLE VII

FACULTY REDUCTIONS

A. Whenever it is necessary to decrease the size of the faculty due to, but not limited to, insufficient funds or substantial decrease of student population or changes in program, the Board, upon the recommendation of the President of the College, after consultation with the Federation, may cause the necessary number of instructors, in the appropriate discipline(s), to be placed on involuntary leave, without pay, at the expiration of his/her/their contract(s). The administration shall have the option of issuing a one-semester contract rather than discontinuance if it is in the best interest of the college as determined by the Administration.

1) Faculty members who have been placed on involuntary leave in excess of three (3) years shall be excluded from the provisions of this agreement.

ARTICLE VII (continued)

2) For a period of three years, no new appointments shall be made by discipline, while there are available instructors who have been placed on involuntary leave and who are adequately qualified in that discipline or disciplines, as determined by the administration, unless such instructors shall fail to advise in writing the President of the College or his designee, of their acceptance of employment within twenty-eight (28) calendar days from date of notification by the President of the College or his designee, of positions available.

3) Such re-employment shall not result in loss of status or credit of previous years of service.

B. Whenever possible, notice of discontinuance of service or of the possibility of a one semester contract shall be made at least sixty (60) days before discontinuance takes effect. It is recognized however, that circumstances may dictate a reduction subsequent to such notice period, and in such event, the Board will make every reasonable effort to give advance notice such as is possible under the circumstances. In any event, forty-five (45) days notice shall be given prior to discontinuance of service.

ARTICLE VII (continued)

C. Salary set-off/unemployment benefits - It is understood that faculty who receive unemployment benefits during the summer after layoff will have a reduction in salary by the amount of unemployment received if they are recalled from layoff for the next school year.

D. The Grievance Procedure shall not be used as a recourse in faculty reductions.

ARTICLE VIII

LEAVES AND ABSENCES

A. With Pay

1. Personal Business Absence

Absences that are anticipated in advance shall be reported to the Dean of Instruction with reason therefore, so arrangements may be made to fulfill instructional responsibilities. Absence to conduct personal business shall be limited to two (2) days per year. Unused personal business days shall be accumulative as sick leave days.

2. Illness or Disability

All instructors absent from duty because of personal illness shall be allowed annual sick leave on full pay at the rate of ten (10) days for each academic year, cumulative to a total of ninty (90) days.

3. Bereavement Leave

Instructors will be granted three (3) days bereavement leave in the event of a death of a member of the immediate family; husband, wife, son, daughter, father, mother, mother-in-law, father-in-law, brother, sister, aunt, uncle, or a relative living in the immediate household.

ARTICLE VIII (continued)

4. Public Service Duty

Jury Duty and Court Service -

When a faculty member is called for jury service, he shall give his Dean of Instruction notice, and he shall be given leave with pay. Any juror's fees received by the faculty member shall be paid to the Board.

5. Professional Improvement Leave

Instructors who have been members of the faculty of Kirtland Community College for a period of six (6) consecutive academic years may be granted professional improvement leave provided, however, that no more than one member of the faculty may be on professonal improvement leave during a twelve (12) month period. Instructors may request professional improvement leave for a period of one year at one-half (1/2) pay, or one (1) semester at three quarters (3/4) pay, or during the summer with a stipend of $200.00 per week for a maximum of 10 weeks (vocational instructors may apply for professional improvement leave under an approved work experience program). Only one (1) instructor will be eligible to be on professional improvement leave at one time. The instructor who accepts a professional improvement leave must present a plan which defines the activity or study to be undertaken. Upon return from the professional improvement leave, the instructor must submit in writing, a report stating the use of his leave. An instructor who does not return to Kirtland Community College the semester following completion of the professional improvement leave for a period of at least one academic year shall reimburse the College for the amount of salary paid during the leave period

B. Without Pay

1. Maternity Leave

a. A maternity leave shall be granted without pay, provided that a request for maternity leave is filed with a Doctor's certificate stating the expected delivery date. The instructor may continue with her assignment as long as she can meet her responsibilitites and furnish upon request a physician's statement that she is physically fit and capable to meet her instructional duties. The instructor may return from such leave upon certification by doctor that she is physically able to return and continue with her work.

- ARTICLE VIII (continued)

b. A first and second extension of maternity leave shall be granted annually upon request thirty (30) days prior to the termination of the existing maternity leave. A further extension of maternity leave may be granted at the discretion of the Board upon the recommendation of the President of the College.

c. The Instructor may use all or any portion of her accumulated sick days to recover from childbirth, and/or complications of pregnancy.

d. While an employee is granted a leave of absence, she shall retain the following employment rights held by her before such leave was granted.

1. The same salary rate as held when the leave was granted.
2. Unused sick leave as held at the start of the leave of absence.

ARTICLE VIII (continued)

3. An employee on a leave of absence must give written notice to the President of the College by March 1st of the year the leave expires of her intention to return or resign unless an extension of leave or a new leave has been granted. Notice of Intent to Return in writing by registered mail is the responsibility of the individual. In the event such Notice is not received, the Board has the discretion to interpret this as a resignation.

4. Re-employment after a leave of one year or less will be to the same or like and similar position. Re-employment after leave in excess of one year will be conditioned by the availability of an opening for which the individual is qualified.

5. A teacher adopting a child may be granted a leave. Said leave will begin upon the final order of the Probate Court awarding custody of the child.

2. Military Leave

An employee covered by the salary schedule who terminates employment in the College District to perform active service in the armed forces of the United States is entitled to re-employment rights in the position he is vacating, or one of like status and pay scale, provided the employee serves only one term or until the state of emergency is ended, and provided also as follows:

1. The position vacated is other than temporary.
2. He has been honorably discharged from the armed forces.
3. He applied for re-employment within ninety (90) days after discharge.
4. He is qualified to perform the duties of the position.
5. Re-employment will be conditioned by the availability of an opening for which the individual is qualified.
6. In the event of re-employment, the following provisions shall apply:
    a. Accrual of seniority shall be granted.
    b. Unused sick leave held at the start of the leave shall be restored.

ARTICLE VIII (continued)

c. Furthermore, all provisions of this policy shall be in accordance with Act 145 P.A. 1943 as amended, governing military leaves of absence. If there is a difference between this agreement and the laws of the United States and/or Michigan regarding Military Service, the Federal or State law will prevail.

3. Professional and Personal Leaves Without Pay

It is recognized that a policy permitting leaves of absence for professional objectives or for personal reasons can be beneficial to the individual and the Board.

a. Leave Criteria

1. Eligibility

To be eligible for a professional or personal leave of absence, a member of the bargaining unit shall have six years of continuous, full-time service with the College. Under certain circumstances, the Board may waive the six-year eligibility requirement.

ARTICLE VIII (continued)

2. Application for Leave

The member of the bargaining unit shall submit, one (1) semester or summer session prior to the beginning of the proposed leave, in writing to the Board, the request for the leave, stating the reason for the leave, the period of absence, and date of return.

3. Approval

Subject to the availability of a qualified replacement and approval by the Board, a leave of absence may be granted.

4. Length of Leave

Leaves of absence may be granted for a period not to exceed one year. Under certain circumstances, a leave may be extended for one additional year. A request shall be submitted in writing stating the reason for the requested extension, at least six months prior to the termination of the current leave.

ARTICLE VIII (continued)

5. Return from Leaves

If a member of the bargaining unit does not return to work by the date of leave expiration, he or she shall be considered to have voluntarily resigned unless he/she was unable to return due to extenuating circumstances beyond his/her control.

The member of the bargaining unit on approved leave of absence shall be placed at the same salary placement as held when the leave was granted.

6. Fringe Benefits

Members of the bargaining unit who have approved leaves of absence of three months or less, will receive full fringe benefits. A member of the bargaining unit may exercise the option (in writing) for continuance of coverage at the full group rate cost, and without College subsidy, for the period of a leave of over three months.

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ARTICLE IX

FEDERATION RIGHTS

A. Rights of the Federation

1. The Federation shall have the right to use college facilities at all reasonable hours for meetings subject to existing rules and regulations governing the use of such facilities. Communication media shall be made available to the Federation for official business. However, the Federation is responsible for expenses like long distance telephone calls.
2. The Board agrees to furnish to the Federation in response to written requests from time to time all available information concerning the financial resources of the district, adopted budgets, Board minutes, and such other information as it may reasonably require, together with such information as may be necessary for the Federation to conduct its legitimate business. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other that that in which it would normally be provided to the Board.

ARTICLE IX (continued)

3) The Federation recognizes that the Board has the exclusive right to terminate existing programs, and the exclusive right to approve new programs. However, when new programs are created that generate a need for personnel, upon the Board's approval of the program and prior to implementing the program, the Board agrees that the administration will consult with the Federation on the basis of this contract to evaluate the inclusion or exclusion of such positions from the bargaining unit.

B. Rights of the Instructor

Every instructor shall have the protection of all rights pursuant to Act 379 of the Public Acts of 1965.

1. Public Rights

When the instructor speaks or writes as a citizen, he shall be free from administrative and institutional censorship and discipline. However, the responsibility for clarifying the instructor's position rests on the instructor and statement to the effect that he speaks as a citizen and not in behalf of the institution, shall be included in this communication.

ARTICLE IX (continued)

2. Instructional Rights

   a. Instructors shall be free to present instructional materials which are considered pertinent to the subject and level taught and consistent with course objectives, and shall present controversial issues in an objective manner. Instructors shall be entitled to freedom of discussion within the classroom on all matters which are considered relevant to the subject matter under study.

   b. The use of any mechanical monitor or communications device during the meeting of class shall be with the prior approval of the instructor concerned.

   c. The instructor shall be free to request any books, magazines, newspapers, or any other materials to be purchased by the Library in accordance with Board policy and budget limitations.

3. Private Rights

   a. Each instructor shall have the right upon request to see the contents of his own personnel file, the only exclusion being confidential employment credentials.

ARTICLE IX (continued)

b. The Instructor shall be free to add to his own file any materials from a professional source he feels should be included in his personnel file.

c. No materials shall be added to the file unless the Instructor has been notified of such insertion. He will be given an opportunity to examine these materials and will have an opportunity to reply in writing for insertion in his personnel file, if he so chooses.

d. No additional materials shall be included in the Instructor's personnel file without due process. The Instructor shall have a right to remove materials violative of this section and scandalous or libelous materials by application to the Dean of Instruction when so determined by (1) mutual agreement between the President of the College and the Instructor or (2) the Courts.

e. Disciplinary interviews, reprimands, or evaluation reviews of any kind shall be held in private.

f. Any time a complaint is received by the administration or Board, directed toward an Instructor, he may be notified and given the opportunity to discuss the complaint with the Dean of Instruction or his designee. If at any time a complaint is received in writing, by the administration or

Board, directed toward an instructor, the instructor shall be notified.

g. Instructors shall have the right to join professional organizations at their own expense subject to the laws of the United States and the State of Michigan.

ARTICLE X

FACULTY RESPONSIBILITIES

1. The instructor shall keep well informed with particular attention to the latest developments in his subject area and teaching technology. Each instructor shall teach his assigned courses and develop course content and appropriate instructional materials for the courses he teaches. Each instructor shall prepare yearly an up-to-date outline reflecting changes, if any, for the Dean of Instruction's office. They shall be involved in the planning of disciplinary and, where appropriate, in interdisciplinary programs and courses. They shall attend scheduled college meetings providing these do not conflict with class assignments. Meetings may be called on twenty-four (24) hour notice. When other conflicts exist the instructor shall request of the Dean of Instruction permission to be excused. Vocational instructors shall provide leadership in citizens advisory committee(s) and acquire and/or prepare and use performance objectives at or above minimum standards designated by the State Department of Education.

ARTICLE X (continued)

2. The instructor shall decide upon the means and methods of instruction, however, the final determination of the means and methods shall be made by the Dean of Instruction and Board of Trustees.
3. Instructors are expected to participate in college wide social cultural and professional activites to support student functions.
4. Each instructor will serve as advisor to students. The assignment will be made on a distribution of students in terms of numbers and programs.
5. Each instructor shall be an active member of standing committee(s), North Central and/or ad hoc committee(s), and shall attend and serve as a member of said committees. Failure to attend during vacation periods will not be considered as a violation of the Master Agreement, and will not result in loss of pay.
6. Each instructor is encouraged to share his interest and ability with the community by serving on speaker's bureau or serving as a resource person.
7. Instructors shall participate in graduation exercises. The cost of academic dress for participation in commencement exercises shall be borne by the college. Any attendance exceptions must be approved by the Dean of Instruction. Instructors will be encouraged to participate in dedications and official college ceremonies.

8. Each instructor shall fulfill routine duties and responsibilities, such as filing grade reports, book orders, equipment orders, etc., necessary for smooth operation of his discipline and the College.

9. Instructors shall maintain adequate office hours weekly for the academic assistance of students of which a minimum of five (5) hours weekly shall be posted.

10. All instructors shall be the holder of an American Red Cross Basic First Aid Certificate. It shall be the responsibility of the administration to provide release time and instruction necessary to fulfill this requirement.

11. The College day is from 7:00 a.m. to 11:00 p.m. Instructors may be scheduled at any time during this period as requirements are determined. However, except for very unusual situations, no instructor will be scheduled for classes over a period greater than nine (9) hours in any one day except by mutual agreement.

12. An instructor who teaches an evening class which begins after 6:00 p.m. as part of his regular load shall not be assigned, without his consent, a class prior to 9:00 a.m. on a morning of or after he has taught an evening class.

13. If instructors are assigned Saturday classes, such Saturday classes shall be followed by two consecutive calendar days which are free of classes for the

affected Instructor, unless he shall give his consent otherwise.

14. All absences and reasons for such absences from scheduled duties shall be reported promptly to the Dean of Instruction.

15. In keeping with professional ethics, instructors wishing to resign shall submit their resignation to the President of the College in writing at least sixty (60) days prior to the end of the 2nd semester or April 1, whichever is sooner.

16. Resignations may be accepted at times other then described in paragraph 15 when it is mutually agreed that the action is in the best interest of the individual and the College.

17. Instructors shall keep student daily attendance in furnished grade books.

18. Photocopies of grade books will be turned in to the Dean of Instruction at the end of each semester.

ARTICLE XI

SPECIAL LOADS

Aviation Instructor Load:

An aviation instructor shall work the same contract period as the regular two semester college calendar provides. An aviation instructor shall teach a load not to exceed twenty-six (26) contact hours per week.

Cosmetology Instructor Load:

A cosmetology instructor shall work the same contact period as the regular two-semester college calendar provides. A cosmetology instructor shall teach a load not to exceed twenty-eight (28) contact hours per week.

Data Processing Instructor Load

A data processing instructor shall work a forty-four (44) week contract. Vacations and holidays shall not be included as part of the forty-four (44) week contract. The 35 hour work week shall consist of instructional, developmental, managerial resposibilities in conjunction with the operation of the computer lab and computer systems. The instructional contact hours shall not exceed 20 hours per week.

ARTICLE XI (continued)

Developmental English Instructor

The Developmental English Instructor shall work the same contract period as the regular (2 semester) college calendar provides. However, the basic load may be carried with a total of twenty-two (22) contact hours of lab; one class (1) and eighteen contact (18) hours of lab; two (2) classes and fourteen (14) contact hours of lab; or three classes and ten (10) contact hours of lab each semester. Lab hours as stated shall include office hours.

Nursing Instructor Load - Teaching load for full-time nursing faculty positions

A full-time nursing faculty position will include both lecture and clinical teaching responsibilities. A Nursing Instructor shall work a forty-four (44) week contract. Vacations and holidays shall not be included as a part of the forty-four (44) week contract.

The 35 hour work week shall consist of instructional, developmental, and supervisory activities. The instructional contact hours for a full-time nursing position will not exceed an average of 26 instructional contact hours per week. The average contact hours will be computed beginning with the fall semester of the given academic year and will include the fall, winter and summer semesters.

ARTICLE XI (continued)

Vocational Coordinator - Automotive

An automotive instructor shall work a forty-four (44) week contract period. Vacations and holidays shall not be included as a part of the forty-four week contract.

The 35 hour work week shall consist of instructional, developmental, promotional, and managerial/supervisory activities. The instructional contact hours shall not exceed 28 hours per week. Also, the instructional contact hours will not exceed an average of 24 per week. The average contact hours will be computed for a 40 week period by beginning with the fall semester of the academic year; it will include the fall, winter and summer semesters.

Vocational Coordinator - Welding

A welding instructor shall work a forty-four (44) week contract period. Vacations and holidays shall not be included as a part of the forty-four week contract.

The 35 hour work week shall consist of instructional, developmental, promotional, and managerial/supervisory activities. The instructional contact hours shall not exceed 24 hours per week.

Vocational Coordinator - Electronics

An electronics instructor shall work a forty-four (44) week contract. Vacations and holidays shall not be included as a part of the forty-four (44) week contract.

ARTICLE XI (continued)

The 35 hour work week shall consist of instructional, developmental, and promotional activities. The instructional contact hours shall not exceed 21 hours per week.

Vocational Coordinator - Machining or Manufacturing Processes

A manufacturing processes instructor shall work a forty-four (44) week contract period. Vacations and holidays shall not be included as a part of the forty-four week contract.

The 35 hour work week shall consist of instructional, developmental, promotional, and managerial/supervisory activities. The instructional contact hours shall not exceed 24 hours per week.

Vocational Coordinator - Law Enforcement

A coordinator of law enforcement shall work a forty-four (44) week contract period. Vacations and holidays shall not be included as a part of the forty-four week contract.

The 35 hour work week shall consist of instructional, developmental, promotional, and managerial/supervisory activities. The instructional contact hours shall not exceed 18 hours per week.

ARTICLE XII

INSTRUCTIONAL LOAD

A. Instructors, excluding those with special loads, shall have a basic load of ten (10) classes for the regular academic year (fall and winter semesters). This basic load may be carried with five classes each semester or a four-six split, whichever is in the best interest of the College as determined by the administration.

B. In the event that an instructor does not teach ten (10) classes during the regular academic year, he/she will have the option of making up the deficiency by teaching the appropriate number of classes during the summer semester. If there are not sufficient students to offer the compensatory summer classes or an instructor chooses not to make up a deficient load by teaching during the summer semester, the Dean of Instruction will specify an additional teaching assignment during either the fall or winter semester of the following regular academic year. In the event the instructor cannot or chooses not to make up a deficient load in the above manner, there shall be a deduction on the instructor's salary equal to the total number of credit hours taught, divided by the number of classes taught, multiplied by $300.

ARTICLE XII (continued)

C. In the event an instructor has a teaching assignment that will involve five (5) preparations, the instructor will be paid $800 for the fifth (5th) preparation. The provision shall not apply to an instructor with an overload that requires a fifth (5th) preparation.

D. The administration shall have the exclusive right to determine whether there are sufficient numbers of students in a class for the college to offer the class.

E. Eleven (11) classes during the regular academic year will be considered an overload unless it is a deficiency make-up. Compensation for overloads will be computed by taking the total number of credit hours taught, divided by the number of classes taught, multiplied by $300, times the number of classes over ten (10). If an instructor teaches more than ten (10) classes by teaching either one or two-credit-hour classes, then these classes will be counted as the overload courses. One credit hour overloads will be paid at the rate of $300 a piece and two credit hour overloads will be paid at the rate of $600 each.

F. Adjustments in assignments may be made by mutual consent of the instructor and the College President.

G. Instructors who teach off-campus class assignments as part of their regular assignment shall receive an additional $150 per semester and mileage expenses.

H. Summer courses, excluding those taught to make up deficient loads, and those that comprise a 44-week contract, will be compensated separately.

I. Instructors teaching independent study assignments shall reach mutual agreement on compensation with the Dean of Instruction subject to the approval of the President. Independent study assignments shall not be a part of a regular teaching assignment.

J. Other assignments not covered in A-H and compensation for such assignments may be arranged through mutual consent of the Instructor and the College President.

ARTICLE XIII

TEACHING CONDITIONS

The Board of Trustees and the Federation recognize that the availability of optimum school facilities for student and instructor are desireable to insure high quality instruction. It is acknowledged that the primary duty and responsibility of the instructor is to teach and that organization of the college facility should be centered around this objective. However, the mission of the college requires additional commitment on the part of the teaching staff.

A. Where feasible, the Board agrees to provide typing, duplicating, and secretarial facilities to aid instructors in the preparation of instructional material.

B. Where feasible, the Board agrees to provide secretarial services and work-study personnel for purposes of clerical and other instructor designated duties.

C. Where feasible, telephone facilities shall be made available to instructors for college business purposes as determined by the administration.

D. Adequate parking facilities shall be provided within a reasonable distance from instructional facilities and offices.

ARTICLE XIII (continued)

E. The Board shall provide a room which shall be reserved for use as a faculty lounge--said lounge to be furnished with tables, chairs, lounge furniture, and refrigerator. The lounge shall be used by faculty and guests for lounge purposes only during the instructional day.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. Any claim by the Federation or Instructor that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through the procedures set forth herein.

B. All time limits herein shall consist of business days. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform.

C. In the handling and processing of a grievance the following procedure shall apply:

Step 1. Any instructor who believes he has a grievance may present such grievance, on an informal basis, to the Dean of Instruction or his designee. A Federation representative may be present at this informal conference if requested. If the grievance is not resolved, the matter shall be reduced to writing by the grievant(s) and submitted to the Federation.

After review by the Federation, the President of the Federation or his designee may submit the grievance to the Dean of Instruction or his designee.

ARTICLE XIV (continued)

The grievance must be reduced to writing on approved Grievance Report (Appendix B) and transmitted to the Dean of Instruction or his designee seven (7) days from the time of the discussion between the grievant(s) and the Dean of Instruction or his designee.

No grievance shall be processed unless it is presented at Step One within seven (7) days of its occurrence or knowledge of its occurrence, not to exceed thirty days with the exclusion of issues dealing with rate of pay. Within seven (7) days after the presentation of the written grievance, the Dean of Instruction or his designee shall give his answer in writing to the grievant(s).

Step 2. In the event the grievant(s) is not satisfied with the disposition of his grievance at Step One, within seven (7) days after the date of the Dean of Instruction's or his designee's answer, the Federation may appeal in writing the grievance, for the grievant(s), to the President of the College or his designee. Within seven (7) days after receipt of such request for appeal, the President of the College or his designee shall hold a meeting in an attempt to resolve the grievance. Only the necessary persons to the grievance shall be present at such meeting.

Within seven (7) days upon conclusion of such meeting, the President of the College or his designee shall present the Federation President with a written answer to the grievance.

Step 3. If the grievance is not settled at Step Two, the President of the College will inform the Board within seven (7) days after the date of the answer by the College President in Step Two, of the grievance and that said grievance may be submitted to arbitration.

ARTICLE XIV (continued)

Step 4. The President of the Federation may refer the matter to arbitration provided that notice to refer the matter is given to the President of the college within seven (7) days from the date of the College President's written decision in Step Two. Within seven (7) days after the date of the written request for arbitration, the President of the College or his designee and the Federation or its designee shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within twenty (20) days from the close of the hearing. The arbitrator's decision shall be final and binding upon the Employer, the Federation, and the employee or employees involved.

ARTICLE XIV (continued)

The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's right and responsibilities, except where they have been expressly and clearly limited by the terms of this Agreement.

The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer where the Employer is given descretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The arbitrator shall not render any recommendation which would require or permit an action in violation of Michigan School Laws.

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The arbitrator's fees and expenses shall be shared by the employer and the Federation equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant.

D. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

E. In the event the alleged grievnace involves an order, requirement, etc., the grievant(s) shall fulfill or carry out such an order or requirement, etc., pending the final decision of the grievance.

F. Nothing contained herein shall be construed as limiting the right of any instructor having a grievance to discussing and having it resolved informally with the Employer provided that the Federation be given the opportunity to be present at the hearings or meetings of such grievance and that the final decision by the Employer is not inconsistent with the terms of this Agreement.

G. No claim for reimbursement shall exceed the amount the grievant or grievants would otherwise have earned during the period of time the grievance was in existance.

ARTICLE XIV (continued)

H. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occuring prior to the effective date of this Agreement.

I. Nothing contained herein shall be construed as a waiver or precedent by any action or lack of action taken by the Employer.

J. Only an employee of Kirtland Community College, who is a member of the bargaining unit, as described in Article I, has the right to file a grievance.

ARTICLE XV

PROFESSIONAL IMPROVEMENT

With the recommendation of the Dean of Instruction and approval of the College President, a faculty member may apply credit received for the completion of courses at Kirtland Community College toward advancements on the salary schedule. Approval will be limited to vocational-technical instructors requiring knowledge and skills in a vocational-technical program relating to their teaching responsibilities. Exceptions to the above would be: Basic First Aid, Competency Based Education, and Computer courses, for which all academic as well as vocational-technical instructors will be eligible to apply such credits toward advancement on the salary schedule. No instructor will be allowed to apply more than a total of six credits earned at Kirtland for advancement on the Masters or Masters plus salary schedules.

ARTICLE XVI

EMPLOYMENT PRACTICES

The procedure for professional employment shall be consistent with Board policy as stated in appendix E of the Kirtland Community College Affirmative Action Plan.

A. Hiring Procedure

It shall be the policy of the College to encourage Faculty participation in the selection of professional staff represented by the bargaining unit.

1. When a faculty position is open, members of the respective discipline, who are on campus and are available, shall have the opportunity to review applications, interview candidates, and recommend appointees for the vacancy, with no reference to rank order. However, the Board reserves the right to consider recommendations and applications from other sources.
2. Temporary positions may be filled by one year appointment, (i.e., sabbatical, sick leave, special programs).
3. The preferred minimum educational requirements for full-time instructional personnel shall be a Master's degree and two-year teaching experience; or the equivalent technical education and/or experience.

ARTICLE XVI (continued)

4. Each instructor who shall be offered a letter of appointment or contract for a position at Kirtland Community College shall be provided with a copy of this agreement. The letter of appointment shall state the title of the position, educational level, and salary range placement.

It is the exclusive right of the administration to determine range placement based upon experience, qualifications, needs of the college, and the market for instructors (supply and demand).

B. Probation - Faculty Newly Employed

1. Faculty newly employed, under the provisions of this agreement, shall have the status of probationary employees for a two academic year period. The Dean of Instruction shall evaluate probationary employees and submit a written evaluation to the instructor and the President of the College. The President of the College, subject to the evaluation, may remove the probationary status or terminate the employment of the probationary employee at the end of the contract year.

C. Termination Procedure - (Applies only to non-probationary instructors).

1. An instructor may be dismissed, suspended, or discharged for just cause which shall include, but not

be limited to the following:

   a. Instructional incompetency.
   b. Failure to perform contractual obligations or the willful disregard of Board Policy.
   c. Conviction of a felony, or contributing to the delinquency of a minor.
   d. Evidence of physical or mental incapacity as determined by an appropriate medical authority.
   e. Falsification of information.
   f. Participation in a strike.

2. A notice of the intention to terminate a contact must be furnished an instructor at least sixty (60) days prior to time of termination. A written statement of the reasons for termination must accompany this notice.
   a. Within twenty (20) calendar days after receipt of this notice, the instructor may request a hearing with the President of the College. This request may be presented to the President of the College or his designee in writing.
   b. Such hearing may be held within ten (10) calendar days after the President of the College or his designee has received the request for the hearing. The instructor may be represented by counsel and may call such witnesses as may be deemed necessary. At his option the hearing may be:

(1) A closed hearing.

(2) A hearing with a maximum of three representatives of the faculty in attendance.

(3) Open hearing.

c. The President of the College must furnish the instructor a written decision of the result of the hearing within five (5) calendar days.

d. The Board shall review the results of the hearing and grant an opportunity for the individual to appear before the Board of Trustees at the request of the instructor.

e. The grievance procedure shall not be used as a recourse in termination of employment.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. Any individual contract between the Board and an individual instructor heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract thereafter executed shall be expressly made and subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, during its duration this Agreement shall be controlling.

B. This Agreement supersedes any rules, regulations or practices of Board which shall be contrary to or inconsistent with its terms.

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Copies of the Agreement for the use of the Faculty Federation membership shall be furnished at the expense of the Board. The cost of producing this agreement for employees, board members, and administrators shall be the responsibility of the Board.

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ARTICLE XVII (continued)

E. Instructors authorized and required to drive their personal automobiles in the course of their work for such things as field trips, surveys, conferences and off campus classes, etc. shall be compensated at the current rate per mile as determined by the Board resolution.

F. Salaries shall be disbursed in bi-weekly payment on a twelve (12) month basis. An instructor who completes his yearly teaching assignment in 10 months or less may request to be paid in bi-weekly payments on a 10 month basis.

G. Faculty members and their spouses and dependent children shall enroll, tuition free, in courses offered by the college with the following limitations:

1. Only one tuition free course will be available to each eligible person per semester.
2. Application fees, student activity fees, book and class fees must be paid by the recipient of the tuition grant.
3. Participation in tuition free classes must be with no interference with regular employee responsibilities.

H. The Faculty Federation will not engage in or encourage strikes, any work stoppage, or slow-down during the duration of this agreement.

I. The Faculty agrees to comply with all State Laws and regulations regarding the operation of community colleges within the State of Michigan.

J. Selection of proposed textbooks shall be by the instructor within the appropriate descipline and so recommended to the Dean of Instruction. The final decision on the selection of textbooks shall be by the Dean of Instruction.

K. Any item of this contract may be opened to re-negotiation with the mutual consent of both parties.

L. It is understood that the following guidelines shall apply to the Instructional calendar for the fall and winter semesters. Unless changes are made mandatory by the State of Michigan:

1. Regular two semester: 168-172 workdays within a 40-week period
   44-Week Load: 220 workdays
2. The start of the fall semester shall occur on or about the 1st of September.
3. Workdays include: instructional days, registration days, orientation days, exam days, records days, in-service days, and graduation days.

ARTICLE XVII (continued)

4. The College calendar for an academic year, including the summer school session following the academic year, shall originate with the Calendar Committee appointed by the President. The committee will be composed of two (2) Federation members, two (2) administrators, and (1) student. The Calendar Committee's calendar proposal shall be forwarded to the Administrative Advisory Council. The Administrative Advisory Council shall recommend a calendar to the College President. The Board shall make the final determination as to the calendar to be adopted.

5. Provisions shall be made for the following Holidays:

Labor Day -------- 1 day
Thanksgiving ----- 2 days - Thursday and Friday
Christmas Day ---- 1 day
New Year's Day --- 1 day
Good Friday ------ 1 day
Memorial Day ----- 1 day
Independence Day - 1 day

M. The Board has the exclusive right to initiate, eliminate, or modify college programs to meet the changing needs of the college and its constituents. It is recognized by both parties that all college programs are under continuing critical review and there is a possibility that current staffing needs and staffing configuration could change. Enrollment factors may also cause adjustment to part-time status.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1985, and shall continue in effect until June 30, 1987. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives.

Signed this 13 day of Dec ,1985 Signed this 16 day of Dec, 1985

BOARD OF TRUSTEES OF
KIRTLAND COMMUNITY COLLEGE

BY
Chief Negotiator

Chairman of the Board

Secretary of the Board

FEDERATION OF TEACHERS
KIRTLAND COMMUNITY COLLEGE

BY
Chief Negotiator

President of the Federation

STATEMENT OF ASSURANCE OF COMPLIANCE WITH FEDERAL LAW

Kirtland Community College complies with all Federal laws and regulation prohibiting discrimination and with all requirements and regulations of the U. S. Department of Education. It is the policy of Kirtland Community College that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U. S. Department of Education. The college Title IX and Section 504 Coordinator is Dwight Mc Intyre, Kirtland Community College, Route 4 - Box 59A, Roscommon, MI 48653, phone (517) 275-5121. Any questions concerning the above should be referred to the Business Office.

APPENDIX A - CLARIFICATION

Part-time Clinical Nurses - The part-time clinical nurses shall continue to be excluded from the faculty bargaining unit. The definition of a part-time clinical nurse is as follows:

1) The instructor teaches only clinical hours and has no lecture responsibilities over a 40-week period.
2) The instructor teaches only lecture hours (no clinical responsibilities), and these lecture hours do not exceed and average of 8 hours per week over a 40-week period.
3) The instructor teaches both lecture and clinical hours which average less than 20 contact hours per week over a 40 week period. Also, the instructor averages no more than 3 hours of lecture per week over a 40 week period.

Cultural Events Coordinator (Theatre Director)

The Coordinator of Community and Cultural Events is recognized as being supervisory/classified and therefore, is excluded from the Faculty Bargaining Unit.

Supply and Demand - It is recognized that the possibility exists, based upon the needs of the college and supply and demand considerations, that the Board may have to hire a non-degreed or lessor degreed candidate (possibly with less experience) at a higher salary than higher degreed personnel in disciplines where more numerous candidates are available.

Appendix B and C on file with the
Faculty Association and the
Administration

N.C.S.C.B.H.E.P.
CONTRACT FILE

Agt. IND
Pub. X
Priv.
2-Yr. X
4-Yr.
3/4
Exp. 8/13 88

Agreement

between
Board of Trustees
of the
Community College District
of the County of Macomb
and
Macomb Community College
Faculty Organization

1985-88

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AGREEMENT
between
BOARD OF TRUSTEES
of
COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB
and
MACOMB COMMUNITY COLLEGE FACULTY ORGANIZATION

THIS AGREEMENT is made this 26th day of April, 1985, by and between the Board of Trustees of the Community College District of the County of Macomb (hereinafter called the "Board") and the Macomb Community College Faculty Organization for the period covered in Article XXXIII.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Board and the Faculty Organization.

The parties recognize that a sound educational program is a primary objective of the College District.

To these ends, the Board and the Faculty Organization encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all teachers.

Terms — For the purpose of clarifying terms used in this document, see Appendix C attached hereto.

ARTICLE I RECOGNITION

A. 1. The Board recognizes the Macomb Community College Faculty Organization, hereinafter referred to as MCCFO, as the sole and exclusive bargaining agent as defined in Section 11 of Act 336, Public Acts of 1947 as amended, and as described in the "Certification of Representative" Case No. R66 K-421, January 11, 1967, by the State of Michigan Labor Mediation Board, for all full-time teachers, counselors, librarians, research assistants, teachers employed in the programmed learning center, internship-clinical-service coordinators and teacher-coordinators in student co-op programs, and teachers on special assignment; but excluding administrators, deans, directors, head librarians, coordinators, department chairmen, assistant department chairmen, college nurses, all supervisors, part-time teachers, national teaching fellows, administrative interns and all other employees.

2. Any job title not included in, nor specifically excluded from the bargaining unit, in I, A, 1 must be subjected to negotiation between MCCFO and the Board to determine whether such position should be included in the bargaining unit. It shall be the responsibility of the Director of Personnel to advise in writing, the President of MCCFO of all postings of new positions.

3. Any other employee in an administrative or supervisory position or on a salary schedule other than that for teachers is also excluded from the bargaining unit.

4. All members of the bargaining unit shall hereinafter be referred to as "teachers" unless otherwise specifically noted.

5. Any teacher temporarily allowed to perform other duties at the College involving reassigned time from his full-time duties or any portion thereof, shall still be considered as a full-time teacher as long as said reassigned time does not violate Article I, A, 1, 3 and 6 hereof.

6. No administrative duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiation and agreement with MCCFO.

7. Non-bargaining unit members shall not be permitted to assume the professional duties of bargaining unit positions as defined in I, A, 1 except as specified in IX; XIV. A, 5, and B.3; and Appendix G of this Agreement.

B. The Board agrees not to recognize or negotiate with any teacher organization or individual other than MCCFO on matters concerning wages, hours, or working conditions for the duration of the Agreement or during any extension of this agreement.

ARTICLE I RECOGNITION (Concluded)

C. Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all teachers who are the beneficiaries of such agreements. In the event a teacher shall not join MCCFO and execute an authorization for full dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum representing that teacher's proportionate share of such negotiations and contract administration and maintenance expenses which shall be forwarded to the MCCFO Treasurer. The MCCFO Treasurer shall notify the Board no later than thirty (30) days after the beginning of each school year of the amount to be deducted for such expenses. In the event such authorization is not signed for in a period of thirty (30) days following the commencement of the contract of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teachers shall be discontinued as of the end of the current semester. Such teacher or teachers shall be notified of the termination of their services immediately upon the expiration of the thirty (30) day period mentioned above. This termination shall not be subject to the provisions of Article VII or Appendix D of this Agreement.

D. MCCFO agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination if they qualify under the definition described in Article I, A, 1 and to represent all teachers equally regardless of membership in any other teacher organization.

E. This Agreement shall supersede any individual contracts, existing rules, regulations, or practices of the Board or the Administration which shall be contrary to, or inconsistent with its terms. The Board shall make no changes in hours, wages, or working conditions of teachers incorporated in this Agreement or institute any reorganization affecting such hours, wages, and working conditions except after good faith negotiation and agreement between the Board and MCCFO.

ARTICLE II BOARD OF TRUSTEES RIGHTS AND DUTIES

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all rights, powers, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of Michigan.

B. The exercise of these rights, powers, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this Agreement, where applicable.

ARTICLE II BOARD OF TRUSTEES RIGHTS AND DUTIES (Concluded)

C. The Board has the legal responsibility and the right to manage its operations: including the right to (A) hire, assign, schedule, discipline, and discharge faculty members; (B) determine and schedule the academic year; (C) locate or relocate its physical facilities and equipment; (D) control of all its property; except as limited by this Agreement.

ARTICLE III MCCFO -- BOARD OF TRUSTEES RELATIONSHIP

Unless otherwise required hereinafter, delivery of three copies of any communication to the President of MCCFO shall satisfy the communication requirements of this Agreement.

A. The Board shall make available to MCCFO, upon request, all statistics and financial information, related to Macomb Community College and in possession of the Board, as are necessary for negotiation of collective bargaining agreements.

B. The President of MCCFO shall be furnished with three copies of the agenda of each public meeting of the Board with all non-confidential attachments at the same time regular distribution is made. Said agenda with non-confidential attachments shall be made available in the library of each campus. The agenda, without attachments, shall be posted in each Department or Division.

C. The President of MCCFO shall be furnished with three copies of the approved minutes of each public meeting of the Board at the same time regular distribution is made. Said minutes shall also be made available in the library at each campus.

D. Items requested by the President of MCCFO shall appear on the Board agenda provided written notification of the nature of such items is submitted to the College President's Office by noon, Wednesday, preceding a regularly scheduled meeting. However, this provision shall not be used as a means of circumventing the Grievance Procedure of this Agreement.

E. MCCFO -- Board arrangements described in III, D, shall not preclude appearances by teachers acting on their own behalf on issues other than wages, hours, working conditions, or grievances before the Board in the manner prescribed below:

1. The teacher shall submit a written statement to the President of the College detailing the nature of the item(s) to be presented at least ten (10) working days prior to the regular meeting date. The teacher may also submit a copy to the President of MCCFO if he so chooses. The teacher shall be notified of the time and place to appear before the Board at least five (5) working days prior to the meeting.

F. Provisions shall be made that the hours 2-4 pm on the first and third Fridays of each month be reserved for meetings of MCCFO at the call of the President of MCCFO. The second and fourth Fridays may be used for meetings of the various committees on which teachers participate. Meetings called in accord with these provisions shall take precedence over all other meetings involving MCCFO members. One (1) meeting of MCCFO may be scheduled on each campus during the faculty development days at the beginning of each semester.

G. Adequate rooms at the College shall be provided for MCCFO meetings and special programs, provided that arrangements are made at least two days in advance with the administration, and provided that no cancellation of the instructional program will result. MCCFO members shall have the right to transact MCCFO business on school property provided such activities do not obstruct instructional programs.

H. The Board shall continue to provide MCCFO with an office and conference room. These facilities shall be adequately equipped and furnished so as to provide for the effective disposition of the business of MCCFO.

I. MCCFO shall have the right to use bulletin boards in each Department, Division or Area and other media of teacher communication for MCCFO business provided all such materials are clearly identified with the name of the person originating the same.

J. Members of the bargaining unit who by mutual agreement between MCCFO and the Board participate during working hours in conferences and meetings with the administration, which involve or derive from this collective bargaining Agreement, shall suffer thereby no loss of pay.

K. 1. The Board shall grant to the President of MCCFO and bear the cost of reassigned time from one-quarter of his normal teaching load each semester for the purposes of implementing the terms of this Contract.

2. The Board shall also provide MCCFO the option to purchase reassigned time for the Chief Negotiator of MCCFO not to exceed one-half of his normal teaching load each semester, and the option to purchase reassigned time for the President of MCCFO not to exceed one-quarter of his normal teaching load each semester.

3. The President of MCCFO, senators of MCCFO, and negotiators for MCCFO shall be assigned no extra curricular activity assignments unless voluntarily assumed. The application of this provision to negotiators who are not senators shall occur only during the semester or trimester, and summer term if necessary, during which collective bargaining is taking place.

4. MCCFO members serving as negotiators shall be given special consideration in the scheduling of their assignments during the spring semester for the purpose of expediting negotiations, provided that names of negotiators are given to the Board by

K. 4. (Concluded)

February 1. Schedule changes for negotiators not named by this date shall be made when possible. This special consideration will also be given during succeeding semesters as necessary.

L. The cost of academic dress for teachers who participate in commencement exercises shall be paid by the Board. Such teacher participation is encouraged, but shall be voluntary.

M. Campus and District Committees

Prior to the structuring and establishing of any campus or district level committee which involves faculty participation, the charge to such committee shall be mutually agreed upon by the Board and MCCFO. The provisions of this section shall not apply to operational meetings called pursuant to Article VI.A.

1. If MCCFO fails to respond to a request for assistance in the formulation of such a committee within thirty (30) days, the committee may be established unilaterally.

2. Campus and District committees may create advisory sub-committees to expedite their operations. The charges to such sub-committees must be of an advisory and informational nature and may not be broader than the general charge to the parent committee. Such advisory sub-committees can only submit their findings to the parent committee.

3. Standing Committee Structure

Curriculum (Now Unified)	Staffing Faculty 9	 Administration 5
Standards Formerly Academic Standards, Professional Standards and Articulation	Faculty 6	Administration 3
Resources Formerly Finance and Professional Resources	Faculty 4	Administration 5

N. Staffing, Procedures and Functions

For the purpose of carrying out the educational task of the institution in an efficient manner, and to provide an effective framework for teacher participation in areas appropriate to their professional responsibility and concern, standing committees shall be established according to M above.

1. a. The teacher representatives are to be appointed by MCCFO for two-year terms. The administrative representatives are to be appointed by the appropriate Vice-President.

   b. The routine operational procedures of the committees shall be developed within the respective committees. The external procedures governing committee formation, jurisdiction, reporting, and recommendations, as well as the provision of support services, shall comply with M and O herein.

   c. Teachers appointed to serve on a standing committee, for the period of their appointment, shall be given priority in selecting their teaching assignments. This priority does not include the right to select assignments already selected by others.

2. Functions

   Each standing committee shall be charged with the following responsibilities:

   a. Standards Committee

      This Committee shall:

      Recommend policies for the admission and retention of students, student attendance and withdrawal, grading, and audit policies; carry out functions as specified in VII. B, whenever appropriate;

      Recommend policies which will support professional development and recognition;

      Recommend policies and procedures which will support the continuing study of articulation between Macomb and other institutions of secondary education and higher learning;

      Recommend policies and procedures which will facilitate the transferability of all MCC credit courses, programs and/or degrees to other institutions of higher learning;

      Recommend methods of improving communications between the faculties of secondary, two, and four year institutions;

      Recommend policies which will attempt to assure that no conflict, competition, or duplication of courses and/or program offerings occur between MCC and other institutions; and

      Review a student's allegation that his or her final grade was issued in clear contravention of the published grading system of the teacher issuing that grade. This

N. 2. a. (Concluded)

function does not include the right of the committee to review the published grading standards and practices of the teacher and in no case shall the the committee substitute its subjective or qualitative judgement for that of the teacher. The committee's authority to change a grade shall be limited solely to cases where it is clearly demonstrated that the teacher has without just cause violated the published grading standards and practices in the issuance of a final grade. This review process must also conform to the following procedural requirements:

1. Any appeal of a final grade must be filed in writing with the committee by the student no later than two (2) weeks after the start of the next term.
2. The teacher shall be notified of the appeal, given a copy of the appeal, and shall have the right to respond by presenting his or her position to the committee in person and/or in writing before a decision is reached.
3. The teacher shall be notified in writing of the committee's decision and the reasons for said decision.
4. A decision to change a final grade shall require a unanimous affirmative vote of the six (6) faculty members of the committee.
5. These review powers shall not be delegated to any subcommittee.
6. The decision of the committee shall be final.
7. The student cannot also appeal such allegation through the student complaint process (Article VIII.)
8. The finding of this process shall not be the basis for disciplinary action against the teacher.

b. Curriculum Committee

This committee shall:

Recommend criteria and policies for the creation, evaluation, continuation, revision, and deletion of all course and program offerings in all district and campus divisions of the College;

N. 2. b. (Concluded)

Recommend policies to assure the transferability of courses and programs from one campus to another;

Recommend new courses and programs from proposals submitted to them;

Review existing courses and programs for their appropriateness for continuation, revision, or deletion;

Recommend requirements for all degrees and certificates awarded by the College in all of its various Divisions/Departments; and

Recommend catalog descriptions of courses and programs and determine criteria for their revision and deletion.

c. Resources Committee

This committee shall:

Recommend policies for the acquisition and administration of programs financed with federal or special funds;

Review existing budgets, all budget proposals and make budget recommendations;

Recommend allocations among divisions of available funds for facility renovation and acquisition of instructional equipment; and

Recommend policies for the development and utilization of learning media resources, and for coordinating and integrating the use of media.

3. The Service Committee may add to the charges of a Standing Committee.

O. Operations and Procedures

1. The recommendations of each standing committee shall be submitted in writing to the appropriate administrator for approval or implementation. In the event that the standing committee's recommendation is not approved or implemented in ten (10) days, the administration and standing committee shall have an opportunity to meet and make any necessary adjustments or changes as they deem appropriate.

After discussion with the appropriate administrator(s), the committee shall resubmit their recommendation(s) (either in its original form, if no adjustments were deemed appropriate, or with changes) to the appropriate administrator for reconsideration.

O. 1. (Continued)

If the recommendation(s) are still not approved or implemented within fifteen (15) days, it shall be returned with a written rationale for non-approval or non-implementation. The committee then may request that its recommendation be placed on the agenda of the next regular Board meeting and it shall be given the necessary time to speak to the item. Items thus requested, shall appear on the Board agenda provided that written request is submitted to the College President's Office by noon, Wednesday, preceding a regularly scheduled meeting.

2. a. Each standing committee shall have access to all materials which are relevant to the deliberations of the body and may use consultants as their need is determined.

b. Each committee shall be provided with adequate secretarial help and centrally located files on each campus for committee agenda, minutes, correspondence, and records.

c. The minutes, agendas, and recommendations of each standing committee shall be forwarded to the appropriate Vice-President, to the President of MCCFO, and to each Division/Department for posting, to the chairman of each campus standing committee and shall be made available in the library at each campus.

Agendas shall be distributed three days ahead of the meeting.

d. To facilitate its operations, each standing committee may establish, charge, staff, and direct advisory sub-committees as their need is determined by a two-thirds (2/3) vote of a parent committee's total membership.

e. Regular meeting times and provisions for the pre-posting of agenda shall be established by each standing committee.

These provisions shall include a method for fulfilling committee responsibilities during the summer session and may include provisions for joint meetings of campus standing committees or sub-committees thereof. Committees involving teacher participation shall not meet during periods designated as recesses on the college calendar except by consent of the members.

f. Any member of the faculty or administrative staff may place items on the agenda of a standing committee by submitting a written request for action to the chairman of the committee in keeping with the established procedures of that committee.

P. The Board agrees to furnish MCCFO with the names and the Departments or Divisions of newly hired teachers within ten (10) working days of hiring.

Q. The Board shall make reasonable efforts to notify teachers promptly whenever there is an official closing of the College because of natural disaster, inclement weather, or other cause.

ARTICLE IV CONDITIONS OF EMPLOYMENT

The Board shall provide notice of all vacancies and these shall be posted conspicuously at each campus. First consideration shall be given to existing staff to fill all vacancies.

A. Notice of all newly created positions and vacancies in permanent positions within the bargaining unit shall be sent to the President of MCCFO and shall be posted at least thirty (30) days prior to the filling of said position, except that notices of positions to be filled by the beginning of the fall term must be distributed and posted by April 1. In the event a vacancy occurs which must be filled in less than these time limits, the period of required notice may be waived or reduced by MCCFO. During this period, the Board may make temporary appointments to fill vacancies. A teacher who is an unsuccessful applicant for a vacant position shall, upon request, be presented with a written statement explaining the reasons for his nonappointment.

B. All positions shall be filled without discrimination as to sex, race, age, color, religion, country of origin or ancestry, political beliefs, marital status, or membership or participation in, or association with the activities of any political, professional, or teacher organization.

C. Each currently employed teacher shall be notified of his rank and scheduled salary for the following year no later than August 1 of each year. A probationary teacher shall upon request of the Board, indicate whether or not he intends to remain at MCC within twenty (20) days after the request is made.

D. 1. The minimum educational requirement for teachers shall be a Master's Degree in subject matter directly related to the position being filled; or, for teachers of occupational specializations, a Master's Degree and/or equivalent technical education and/or work experience.

2. Teachers of courses that are designed to present and develop occupational skills shall have at least two (2) years of experience in the occupational area concerned.

D. (Continued)

3. For certain courses of a specialized nature, such as physical education activities/skill classes (first aid, skiing, golf, etc.), the qualifications may differ from those established in the Agreement if agreed upon by the Service Committee.

4. It is recognized that a discipline may contain some course of such specialized nature that the standards established in IV.D. are not, alone, sufficient to indicate the level of expertise required to teach that course. For such courses, the special expertise can be demonstrated by 1) having verifiable special training in that course or the teaching of that course, 2) having successfully completed at least one course in that specialty, or 3) having successfully completed seminars or workshops in that specialty. The list of disciplines and specialized courses shall be:

DISCIPLINE	SPECIALIZED COURSES
English	English as a Second Language
English	Reading

E. Each newly employed teacher shall be provided with a copy of this Agreement by the Employee Relations Office and other information supplied by MCCFO prior to employment.

F. Transfers

1. Voluntary Transfers

a. If the same position a teacher holds is vacant on another campus, the teacher shall have the right to request and be transferred to that position. If more than one teacher requests the position, it shall be awarded on the basis of institutional seniority.

b. A teacher who possesses the qualifications for a vacant faculty position in another Department or Area or in the district shall receive preference over an external applicant in the filling of the vacancy. Preference in the hiring of an internal applicant over an external applicant for a vacant position is defined to mean that whenever credentials of both applicants are of generally the same quality regarding teaching experience and academic preparation, and/or occupational experience, the Board shall offer said position to the internal applicant.

F. (Concluded)

2. **Involuntary Transfers**

No change in duty or campus shall be assigned without mutual consent and agreement of the teacher involved except when there shall be insufficient work in his Division/Department or Area to offer him a full load, as defined in Article XII, and he possesses the qualifications prescribed in IV, D. In the event it is necessary to transfer a teacher to another position within the district, and no volunteers are available, this shall be done in reverse order of institutional seniority at MCCC. No teacher shall be required to transfer or accept added duties if his own Department or Area is at that time using nonbargaining unit members for teaching duties for which he is qualified at times when he is available.

3. A faculty member who resigns a bargaining unit position to accept employment outside the bargaining unit, but at the College, shall be permitted to return to that position within one year. This provision may be renewed for up to two additional one year extensions if mutually agreed to by the individual and the supervisor. MCCFO seniority will not accrue to the individual while employed outside the MCCFO bargaining unit. The College shall not be required to hire a replacement during this period.

4. In the event a full load in the Division/Department or Area from which the teacher was involuntarily transferred develops within two calendar years of the transfer, the teacher shall be automatically reassigned to that Division/Department or Area without loss of seniority of any type. If the full load develops thereafter, the teacher shall have the right to be reassigned to his original position without loss of any seniority. This right of reassignment, however, shall be limited to the first full-time position that opens after the initial involuntary transfer. If more than one person has been involuntarily transferred from a Division/Department or Area, they shall be reassigned or be given the right to be reassigned as provided above in the order of their institutional seniority. No full-time vacancy in a Division/Department or Area shall be posted or filled until all teachers on involuntary transfer from that Division/Department or Area have been either reassigned or have been given the right to be reassigned to their original position in that Division/Department or Area as specified above.

G. Non-bargaining unit members shall not be permitted to assume teaching assignments which result in the lay-off of any member of the bargaining unit.

H. All new teachers shall be classified by rank, salary, job title, and discipline according to the terms of this Agreement.

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A. (Concluded)

11. Only instructional administrators may be assigned the duty of verifying the performance of a teacher's responsibilities as defined in Article VI of this Agreement.

    Teachers who choose to have their teaching effectiveness evaluated by their supervisor, under the conditions of Article XXXI, shall use only the instrument approved for the purpose.

    Evaluation of teaching effectiveness shall only be accomplished as specified in the evaluation procedure as outlined in Article XXXI.

12. There shall be no evaluation of one teacher by another except as authorized in the evaluation procedure in Article XXXI.

13. Patent and Copyright Policy

    If College resources, materials and facilities are not used in the development of any product for the purpose of personal profit or gain, the product shall become the sole property of the individual together with all attendant benefits.

    The use of College resources, materials and facilities for the development of any product for the purpose of personal gain may be undertaken only after agreement between the individual and the Board.

14. Teachers may voluntarily participate in college social, cultural, and professional activities.

B. There shall be a personnel file maintained by the Board for each teacher. The personnel file for each teacher shall be centrally located. There shall be only one personnel file.

1. The teacher may add to his personnel file materials which attest to his proficiency and experience.

2. The teacher shall have the right upon request to examine the contents of his own personnel file, the only exclusion being confidential pre-employment credentials of an evaluative nature. Reprimands shall be removed from the personnel file after two (2) years if there has been no intervening disciplinary action.

3. No materials originating from a non-professional source shall be placed in the teacher's personnel file. Nor shall any materials, excepting letters of commendation, be added to the teacher's file unless the teacher has seen and initialed or otherwise acknowledged in writing that he has examined these materials and

B. 3. (Continued)

has been given the opportunity to respond in writing. The teacher's response will be included in his file. If he refuses to acknowledge such materials, it may be included in his file if evidence is appended that he was given the opportunity to acknowledge and respond. Unless a teacher requests exclusion, any communication of a laudatory nature may be added to his personnel file without the requirement of acknowledgement.

4. At the teacher's request, the Board agrees to reproduce any materials in his personnel file for exclusive use by the teacher except letters of reference and other confidential pre-employment credentials of an evaluative nature.

5. Data confidentiality shall be guaranteed by limiting access to the information in a teacher's file to appropriate administrators. In all other cases a written waiver by the teacher shall be required. The file shall show on its cover, a complete and accurate log of who used the file and when. No transfer, transport or access of individually identifiable personal data shall be undertaken without every reasonable precaution having been taken to protect the security of the data from unauthorized sources.

C. Disciplinary interviews, reprimands, or evaluations of a teacher must be held in private and shall remain confidential. The teacher shall be notified of the nature of such interview or meeting and be informed of his right to MCCFO representation. This right of notice and right of union representation attaches when the focus of an investigation shifts from a general investigation to a particular teacher. If the teacher chooses to have MCCFO representation, the administration may also elect to have representation present at the meeting. MCCFO shall be notified, in writing, of the nature and disposition of the case.

D. Field Trip Policy

1. A field trip is construed to mean any educational activity which requires students and faculty members to leave the campus.

2. Field trips may be undertaken when approved by the instructional supervisor.

3. Where possible, the College will provide transportation for approved field trips.

   a. If transportation is not provided by the College, a faculty member may use his own vehicle upon receipt of a letter of authorization from the College.

D. 3. (Concluded)

b. In the event that a faculty member used his own vehicle for a field trip, he shall be reimbursed for mileage at the uniform rate established by the College

E. A teacher, except where his job description otherwise states, cannot be required by administrative personnel to contribute time and/or work to a Department other than his own.

ARTICLE VI TEACHER RESPONSIBILITIES

The teacher shares with the Board responsibility for the academic quality of the College programs.

A. Each teacher is to teach his assigned classes. He shall also develop course content and appropriate instructional material - maintain appropriate records including grades (grades for one year), cooperate in the planning of discipline and where appropriate, interdisciplinary programs and courses.

Classes shall normally meet at the times and places scheduled. If a teacher decides to temporarily change the meeting place of his class to another appropriate location, he shall give prior notification to his administrator. Permanent changes shall require approval of the administrator. Any change in meeting time for a class shall require administrative approval. Each teacher shall maintain adequate office hours weekly for academic assistance to and advising of students. At least five (5) hours per week shall be posted, as well as filed with the instructional administrator. Office hours shall be on campus, except as authorized by the administrator, and shall consist of not less than one-half hour per occasion. Care shall be taken not to schedule conflicting activities during these hours.

Each teacher shall attend college, Division, Department, or Area meetings when given 72 hours notification excluding Saturday, Sunday, legal holidays and recess periods; and assist with registration in non-clerical capacities. Provisions of this section shall not apply to regularly scheduled meetings mutually agreed to at the beginning of each semester or trimester.

B. The teachers who teach a particular course shall have the responsibility to specify in writing a collective statement of course content, course goals, and prerequisite skill levels for sequence courses. This collective statement for each college course must be filed in syllabus form with the instructional supervisor. Subsequently, all course syllabuses must be reviewed and, if necessary, revised by the teachers in the area who teach the course, every other academic year beginning with the year 1984. Teachers of each course in every area must demonstrate in a predetermined manner that such

B. (Concluded)

a review by them has taken place and file any revision with the instructional supervisor. A teacher shall within two (2) weeks of request by his instructional supervisor, submit to the supervisor a course outline which demonstrates agreement with the collective statement of course content, course goals, prerequisite skills and course textbook selection.

C. The teachers in a discipline who teach a given course shall draft a single common list of textbooks approved for use in the course, provided that such list shall, if any member of the discipline so desires, include one alternate but may not include any other text not actually required for use in at least one-fourth the number of sections of that course being taught by full-time faculty members in any given semester.

D. The teacher has a responsibility to try to achieve course goals and to cover course content as collectively agreed to under the provisions given in Article V, A, 2. Furthermore, the teacher has the responsibility to provide to each student in his classes, at the beginning of each term, written material that presents, but is not limited to, intended course goals or outline, potential grading standards and practices, and a tentative schedule of assignments and tests. These same materials shall, upon written request, be provided to the instructional supervisor.

E. When instructional innovations are planned, the teacher, prior to implementing the innovation in the course, shall inform his instructional supervisor and those other teachers in the area who teach the course about the innovation and the method by which it shall be evaluated. Such innovations shall be carried out in a professional manner and within budgetary limits.

F. Reasonable departmental non-teaching assignments and tasks, clearly defined by the instructional supervisor, shall be assumed on a voluntary basis; if no volunteers can be found, such tasks shall be equally distributed among the members of the Division, Department, or Area, according to a plan that is developed by the teachers in that Division, Department, or Area, and that provides for equitable and appropriate distribution of tasks among the teachers in the Division, Department or Area. If the teachers in the Division, Department, or Area do not agree upon a plan for the distribution of work within five (5) working days of a request for such a plan by a Division, Department, or Area administrator, the administrator shall make such task assignments as are necessary to get the work done.

G. Coordinators of cooperative programs with student workloads have a responsibility to interview students, develop a placement for the students, supervise students by planning appropriate goals and reports, visit the student at the job site and/or campus, handle employer's evaluations and evaluate student progress.

ARTICLE VI TEACHER RESPONSIBILITIES (Continued)

H. Area coordinators shall fulfill those responsibilities defined in the area plan in accord with Appendix H.

ARTICLE VII PROBATION AND PERMANENT STATUS

A. Contracts: Issuance and Termination for Probationary Teachers

1. The probationary period of new teachers, except as defined below, shall be two years. No teacher shall be required to serve more than one probationary period at Macomb Community College.

2. A new employee of the College falling within the bargaining unit will be given a one year probationary contract. This contract will be renewed for a second probationary year unless a charge including a request for dismissal is made against the holder of the probationary contract which is upheld by the Board after due process for reasons consistent with A, 3 below. But no holder of a probationary contract will be dismissed or refused a second year contract for reasons arising solely from the evaluation procedure as defined in XXXI. If in the opinion of the immediate supervisor the first year probationary teacher's contract is not to be renewed he may make a written recommendation to the appropriate Vice-President no later than March 15. Due process as outlined in VII, B shall then be initiated.

3. A probationary teacher who does not receive satisfactory recommendations may be placed upon a third year probation. The service of a probationary teacher shall not be terminated nor shall he be placed upon a third year probation except for reasonable and adequate cause or for failure to meet the standards established by the Departmental or Area evaluative procedures, or for a significant falsification of employment credentials after due process outlined in B below.

4. If the employment of the probationary teacher is to be terminated, he shall be notified of the reason(s) for termination by the appropriate Vice-President when due process is initiated. If the College fails to notify said probationary teacher within the time herein limited, it is agreed that (a) a first year probationary teacher shall be employed for a second probationary year; or (b) a second year probationary teacher shall be granted permanent status.

5. On successfully completing his probationary contracts, the new employee shall be given a permanent contract.

A. (Concluded)

6. A teacher hired to teach in a transfer program beginning with the fall semester, 1968, must have a Master's Degree before he is placed upon permanent status. If he does not have a Master's Degree at the end of his second year probationary period, he may be granted a third year's probation. A teacher of an occupational specialty may be required to meet criteria established by his Department or Area instead of the attainment of a Master's Degree as a condition of being granted permanent status.

7. The permanent contract shall be issued ten (10) days after the April Board meeting except when cancelled or delayed through the procedures of due process explained below.

8. Contract Continuation

   a. A member of the bargaining unit holding a probationary contract receiving recommendations for permanent contract will be granted a permanent contract upon approval of the Board.

   b. A member of the bargaining unit who has received a permanent contract will continue in the employ of the College unless specific charges shall be placed against him including a request for dismissal from the College. If such a charge is placed, the procedures shall conform to C, 1.

B. Due process for contract termination of probationary teachers.

1. All charges against a member of the bargaining unit which include a request for dismissal of the member from the College at the end of his contract period or at the end of his contact year, except for recommendations not to grant permanent contract after evaluation, must be first submitted to the appropriate Vice-President who will initiate due process as explained below to determine the validity of the charge.

   The appropriate Vice-President shall begin due process by convening the Standards Committee within forty-eight (48) hours to hear the charge.

2. The Standards Committee shall meet for the following purposes:

   a. To review the evaluation of a member of the bargaining unit holding a probationary contract who has been recommended for dismissal from the College at the end of his second or third probationary contract. In this case they shall determine:

      (1) Whether or not an acceptable evaluation has been performed.

B. (Concluded)

(2) Whether or not the evaluation process has been implemented.

(3) Whether or not the member was given written warning as provided in this document and adequate time and support in correcting the deficiencies that formed the basis for the rcommendation for dismissal.

b. Whether there is reasonable and adequate cause for termination.

c. Whether or not the evidence submitted warrants the dismissal of the member.

d. To hear a charge including a request for dismissal from the College against a probationary teacher on a charge which is not a part of the evaluation process.

3. At the conclusion of its hearings, the committee will prepare a written report no later than April 1. A copy of the written report and findings will be delivered by registered mail to the member of the bargaining unit concerned, the President of the College, and the President of MCCFO. This report shall be accompanied by all prior written materials in the case.

4. The College will furnish a secretary to record and transcribe all hearings held by the committee.

5. Upon receipt of the written report and findings of the committee, the President of the College shall proceed to determine whether the probationary teacher shall be discharged. This determination shall include the opportunity for an appearance before the President. The decision of the President shall be final and binding.

C. Permanent Contract: Issuance and Termination

After having completed the probationary period, the teacher shall be granted a permanent contract which shall remain in force with annual agreements regarding status and salary, and such teachers shall not be dismissed except as hereinafter provided.

1. Discharge of a teacher under permanent contract may be only for reasonable and adequate cause, and after charges, notice and hearings as hereinafter provided. All such charges against a teacher shall be detailed in writing, signed by the appropriate Vice-President, and filed with MCCFO, the President and the teacher affected. In the event the President determines

C. 1. (Concluded)

that charges should be pursued, he shall furnish the teacher with a written statement of his decision and shall provide for a private hearing to be held within no less than twenty (20) days after the filing of such charges before an arbitrator selected according to the rules and procedures of the American Arbitration Association from its list of accredited arbitrators. The decision of the arbitrator shall be final and binding unless such decision is contrary to law or the arbitrator exceeds his authority. The cost of arbitration shall be equally borne by the Board and by MCCFO.

2. At the hearing before the arbitrator selected as hereintofore provided, both the teacher and the administration may be represented by counsel. Testimony shall be taken on oath or affirmation.

3. Any hearing held for the dismissal of a teacher as provided aforesaid must be concluded by a decision in writing within ten (10) working days after the termination of the hearing. A copy of such decision shall be furnished to the teacher against whom the charges have been placed and to the President within five (5) working days after the decision is rendered.

D. No teacher shall be demoted from rank or salary.

E. All full-time teachers shall be granted the rank of professor concommitant with the awarding of the permanent contract described above.

ARTICLE VIII PROCESSING OF COMPLAINTS

For purposes of this Article, a complaint shall be defined as an allegation by a student(s) of misconduct or nonperformance of faculty contractual obligations.

In dealing with such a complaint, the substantive and procedural limitations set forth in this article must be adhered to. No disciplinary action shall be taken against a faculty member unless it is for just cause and only after full opportunity of due process has been afforded.

A. Substantive

1. Complaints must be written, dated and signed by the complaining party.

2. The charge of alleged misconduct or nonperformance of duties must refer to actions taken in the performance of contractual obligations.

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B. 4. (Continued)

extended, evaluative period. At the same time, the faculty member and MCCFO shall be provided with a copy of the complaint in its original form as defined in VIII, A. 1. and a written statement of particulars as to the administration's basis for proceedinng with the investigation.

5. The faculty member and his MCCFO representative will have an opportunity for a meeting with the Vice-President or his designee to refute or resolve the charges. Such a meeting shall take place no later than ten (10) working days after the receipt of the written particulars. This period can be mutually extended.

6. If consultation with the Vice-President or his designee does not resolve the complaint, a confidential investigation of the facts shall be initiated no later than five (5) working days after the meeting described in 5. above unless there is a mutually agreed extension. The investigation shall be terminated no later than ten (10) working days after the date of initiation, unless there is a mutually agreed extension. The faculty member may be represented by MCCFO during the course of the investigation.

7. If the Vice-President or his designee determines that the findings of the investigation do not substantiate the complaint, he shall destroy all written documents pertaining to the complaint within five (5) working days after the termination of the investigation and shall certify that action to the faculty member and MCCFO.

8. If the Vice-President or his designee believes that the investigation substantiates the complaint, he shall indicate within five (5) working days after the termination of the investigation whether appropriate disciplinary action will be taken. If action is to be taken, the faculty member shall be entitled to appeal to the Vice-President and the Director of Employee Relations. The faculty member may be represented by MCCFO during the appeal. The appeal shall not preclude opportunity to proceed according to Appendix D.

9. A complaint which is substantiated and subsequently filed in a teacher's personnel file shall be removed from that file and destroyed, together with all records maintained by the College of the investigation and subsequent discipline, two years after the orignal filing date, provided that there has been no substantiated recurrence of the behavior which has resulted in further disciplinary action.

ARTICLE IX SPECIALLY FUNDED AND TEMPORARY (NON-PERMANENT TRACK) POSITIONS

A. Teachers who are not bargaining unit members may be employed for specially funded programs. A specially funded program shall be defined as a program that receives at least 50% of its financing from non-college operating funds. Provisions of this Agreement not specifically enumerated herein shall not apply to teachers employed for specially funded programs.

1. Seniority rights as specified in Article XXIX, A, 1 and 2 shall not accrue to teachers initially employed under the provisions of this Article.

2. The salary and fringe benefits for all teachers working on such programs shall conform to program limitations but in no instance shall exceed the salary and fringe benefits of teachers covered by this Agreement.

3. Teachers employed in specially funded programs shall not be used to replace bargaining unit members by performing any responsibilities or duties being performed by members of the bargaining unit.

4. If a specially funded program becomes permanent (at the end of three years or earlier by Board decision), MCCFO and the Board will negotiate placement of all professional positions in the bargaining unit. Those positions determined to be in the bargaining unit will be posted and filled consistent with the terms of this Agreement.

B. Temporary (non-permanent track) teachers may be awarded a contract for any period up to a maximum of one year. The contract may be renewed up to a maximum of two years. Temporary (non-permanent track) positions may be used for the following reasons: Leave of absence, significantly increased demand in certain programs and courses, experimental programs and courses, absence due to in-service training or special assignments, and coverage during the year in which a former faculty member has a right to return under Article IV. F. 3. By mutual agreement between the appropriate discipline, area, or department faculty and the immediate administrator, the provisions of Article XXVII. may be waived. In the case of a waiver, discipline, area, or department faculty shall recommend a candidate from the approved roster of part-time faculty. Articles IV. F. 1, 2 and 4, VII, XV, XVI, XVII, and XXVIII shall not apply to temporary (non-permanent track) teachers.

ARTICLE X RESIGNATION AND RETIREMENT

A. Resignation

1. A permanent contract teacher who intends to terminate his full-time employment at MCCC at the end of the academic year shall notify the Board of his intent as soon as possible, preferably by April 15 so that the selection process defined in Article XXVII can be initiated in the affected Department or Area.

2. Resignations shall be submitted in writing to the President.

3. Resignations occurring at times other than the end of the academic year may be accepted by the Board when it is mutually agreed that the action is in the best interest of the individual and the College.

B. Retirement

1. Eligibility for retirement shall be governed by the provisions of the Public School Employees Retirement Act. (Earliest regular retirement age under this Act is age 55.)

2. A teacher shall be retired at the conclusion of the semester during which he attains the age of 70, except that the Board may elect to engage the services of a teacher on a year-to-year basis beyond the age of 70 upon presentation of evidence of good health.

3. Retired teachers under age 70 may be hired as temporary teachers pursuant to Article IX. B. and shall be compensated at the rate of $500 per equated hour.

ARTICLE XI COLLEGE CALENDAR

A. The parties to the Agreement shall, during its effective period, negotiate a calendar for the succeeding academic year after the termination of this Agreement. This calendar shall be completed by March 1, and shall indicate the beginning and ending dates of all instructional periods, including semesters, trimesters, and summer sessions; any other days for which faculty attendance or performance is required and all recess days or periods.

B. There shall be no alteration of this calendar except by mutual consent of both parties.

ARTICLE XII TEACHERS' REGULAR WORKLOAD AND CLASS SIZE

The provisions of this section apply to all semester, trimester, and summer sessions or portions thereof.

A. Scheduling of Classes and Work Schedules

1. No less than sixty (60) calendar days prior to the published deadline date for submission of the Class Schedule to the Office of the Vice-President for Instruction, each area shall be supplied with scheduling guidelines and shall then have thirty (30) days to submit recommendations regarding the Class Schedule to their immediate supervisor which he shall consider when drafting the course schedule of that area. There shall be at least thirty (30) days between the deadline for faculty submission of recommendations on the Class Schedule for one term and the submission of recommendations on the Class Schedule for the subsequent term.

2. A similar opportunity will be made available to counselors, librarians, teachers in Programmed Learning, and Coordinators of Cooperative Programs in establishing their Area's work schedule. An Area's work schedule will not necessarily be built for a semester at a time.

B. Instructional Assignments

A system for determining the order of selection of instructional assignments and for covering the instructional program shall be drafted in accordance with Appendix H by the teachers of each area (see listing in Appendix F) by September 1. If an area has not submitted a contractually consistent plan by this date the Service Committee shall establish an interim plan for that area until such a plan is submitted. The area plan shall stay in effect at least one year.

In the event the plan drafted does not adequately cover the instructional program, the teachers shall be advised by their instructional supervisor and given a second opportunity to devise the system. If the second draft of the system is not satisfactory, an appeal shall be made to the Instructional Dean, whose decision shall be final.

The established system shall be in accordance with the terms of this Agreement and the guidelines provided below.

1. In the event the teachers of a Department or Area do not establish a system for determining the order of selection of assignments by September 1, the selection of assignment shall be based on Department or Area seniority. Should a tie in seniority occur, order of participation in the process of selection shall be settled by lottery.

B. (Continued)

2. If any classes of a teacher's regular assignment fail to materialize, that portion of his class load shall be completed under the terms of 5, below prior to the assignment of any classes to other persons.

3. The scheduling of full-time teachers' classes shall be accomplished prior to the assignment of any classes to other persons.

4. Teachers identified as MCCFO negotiators shall be scheduled according to the provisions of Article III, K, 4.

5. All daily classes for any teacher shall be scheduled within a six (6) hour time interval. No teacher shall be required to teach more than three (3) consecutive hours without a break of at least one (1) hour, nor shall he be assigned a class before 10:00 am on a day following a class assignment after 6:00 pm without prior agreement of the teacher involved. Failure to waive any of these provisions will not be considered in the evaluation process or as a condition of employment. Individual teachers for whom full teaching loads cannot be generated within the time limits as established above, shall not be required to teach after 6:00 pm for more than two (2) evenings per week. Provisions of this paragraph apply only to classroom teachers.

6. For those teachers whose regular assignment is thirty-five (35) hours per week, no individual shall be required to accept an assignment in excess of 8 hours per day nor two (2) evenings after 6:00 pm per week. In addition, no individual shall be required to accept an assignment that is split (excluding a one hour break for lunch or dinner). Failure to waive any of these provisions will not be considered in the evaluation process or a condition of employment.

7. The criteria for Inter-Campus/Divisional, Department/Area teaching assignments, to complete a workload, shall be a minimum accumulation of twenty (20) semester hours, at least fifteen (15) of which shall be graduate credits in the discipline to be taught or equivalent experience in occupational areas.

8. Prior to the time a teacher selects his regular assignment, he shall be advised of all sections being blocked.

B. (Concluded)

9. Deviations from a teacher's regular workload may occur only if a class fails to materialize, or if mutually agreed between a teacher and his supervisor; however, bumping shall not be allowed where a teacher can complete his full workload from unassigned classes within his Area/Department/Division and consistent with Article XII, B, 5. Errors in the Schedule of Classes shall not be binding.

10. Each faculty member must schedule his workload to be on campus for classes a minimum of three (3) days per week.

11. During faculty development and organization days all teaching faculty shall be on campus the same number of hours per day as regularly scheduled for non-teaching faculty (counselors, librarians, etc.) However, these hours must be scheduled between 8:00 am and 5:00 pm. The following tasks may be assigned according to the plan developed by each Area:

    a. Curriculum development
    b. Academic placement assistance
    c. Other normal Departmental and/or Area tasks
    d. Committee meetings

    Meetings called by the administration during faculty development days shall be called in accordance with VI, A. and shall be for the purpose of conducting college business. All other meetings, assemblies, workshops, or lectures shall be voluntary, except for those scheduled jointly by the Standards Committee and the Academic Vice-President for the Spring term faculty development day.

C. Hour Load

Variations in hour load as described hereafter can be arranged by agreement between the teacher and his instructional supervisor.

1. Classroom Teachers

    a. For purposes of computing hour load, one credit hour shall be equal to one equated hour except as specified below:

    b. A teacher shall teach no less than fourteen (14) and no more than sixteen (16) equated hours per semester.

C. 1. b. (Continued)

However, during the summer and fall semesters, a teacher in an overstaffed area may reserve one of his summer selections and/or up to two fall extra-contractual selections to apply in fulfilling the regular workload requirement for the spring semester. If these reserved credit hours are not used to fulfill the regular workload requirements, the teacher will be compensated for them at their appropriate rates as provided in Article XIV. The banking option may be exercised only one time during the term of this agreement.

c. Trimester hours shall be equated to .88 of one semester hour for the purpose of determining faculty hour workload.

d. The regular workload for teachers on the trimester calendar shall total 36 credit hours annually, normally distributed as fourteen (14) credit hours weekly in the fall and winter trimesters and eight (8) credit hours weekly in the spring trimester or as sixteen (16), sixteen (16), four (4) respectively at the teacher's option. However, no more than one-half of the teachers may select the second option and the extra-contractual limitations found in Article XIV A, 4 shall apply in either case. Other variations in the distribution of this workload can be arranged by agreement between the teacher and his instructional supervisor.

e. Course contact hours which exceed credit hours shall be equated at eight-tenths (.8), except as provided hereafter.

f. A contact hour is defined as a fifty (50) minute class session.

g. Science wet lab sections as defined in Appendix C, 11 shall be equated at 1.0 in recognition of the large classes scheduled in that area. This exception shall preclude such labs from participation in the student penalty pay.

h. English composition classes shall be equated at one and one-third (1.33).

i. Where course contact hours are less than credit hours the equated hours for the course shall be equal to the contact hours.

j. Directed studies shall be equated at two-tenths (.2) times the number of students enrolled.

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C. 1. (Concluded)

k. Team teaching shall be prorated on the basis of actual instructional time, based on the equated hours for the assignment being team taught.

l. Combined sections of the same course shall be equated as follows:

2 at 1.5
3 at 1.8
4 at 2.0

Combined sections shall be considered individually for the purpose of computing productivity pay.

m. When different courses are intentionally combined in the same section, the following limitations will apply:

(1) The courses shall be highly similar in nature.

(2) No more than three (3) courses shall be combined in any such section.

(3) The maximum number of students enrolled in such a section shall not exceed twenty-eight (28)

(4) Teacher credit for such combined sections shall equal the highest credit granted for one of the courses.

n. Directed studies, team teaching, and combined sections as specified in j, k, l, and m above shall require the consent of the teacher(s) and the approval of the instructional dean.

o. Entire sections shall be taught by a single teacher unless team teaching is agreed to by teachers who teach the course and is authorized by the instructional dean.

p. Lecture portions of nursing courses shall be scheduled as section(s) separate from the clinical/laboratory portion(s) of those courses. Such lecture sections shall have equated hours equal to contact hours.

Clinical/laboratory sections shall be equated at .9 equated hours per contact hour.

C. (Concluded)

2. Counselors, Librarians, Programmed Learning Teachers, Apprentice Coordinators, and Research Assistants.

   a. The workload of counselors, librarians, programmed learning teachers, apprentice coordinators, and research assistants shall be thirty-five (35) hours per week exclusive of lunch hours. Holidays and recesses shall be determined by the instructional calendar.

   b. The system for determining the workload shall be in accordance with XII, B, 6.

   c. There shall be provided an eight (8) week rider to the basic contract of librarians who had ten (10) week riders during 1971-72. Compensation shall be at the teacher's hourly rate. This eight (8) week employment shall normally be available during the summer period. However, the immediate supervisor may assign a portion of this employment during the recess periods shown on the academic calendar. This assignment shall be made no less than thirty (30) days before the work is expected to be performed.

   d. The work schedule for counselors shall be either a 44 week period or a 34 week period. Counselors may select either option but no more than 30% may select the 34 week schedule. The selection of this option must be given to the appropriate administrator by August 1 of each year. Counselors selecting the 34 week option will have the same schedule as the negotiated academic calendar. Counselors having the 44 week option will be scheduled for any 44 weeks during the calendar year excluding holidays and the time between Christmas and New Years Day. Schedules will be made known to the 44 week personnel for a minimum of a semester at a time. Counselors selecting the 44 week option will be paid at the rate of 1.30 times their annual base salary.

   e. The regular workload of counselors, librarians, programmed learning teachers, and research assistants shall not include classroom teaching.

3. Coordinators of Cooperative Programs

   The regular workload for a coordinator of cooperative programs shall be a student workload of not less than fifty (50) nor more than sixty (60) students.

C. 3. (Concluded)

a. If there are insufficient students to comprise a full load for a full-time coordinator, the equated hours for those students comprising a portion of the regular load shall be computed at three-tenths (.3) times the number of students.

b. The provisions of Article XII C, 1, 1 (combined sections) and Article XII D, 1 (productivity pay) shall not apply to cooperative education.

c. In the technical cooperative education area teachers employed as full-time cooperative education coordinators during the 1976-77 academic year may exercise either of the following options as determined by the area plan for that Area:

(1) One of the cooperative education coordinators shall be responsible for all seminars in the Area and shall have a student load of thirty-five (35) students. The other coordinator shall have a student workload of not less than fifty (50) nor more than sixty (60) students.

(2) Each of the coordinators of cooperative programs in the Area shall teach a seminar (or seminars) and shall have a student workload of forty-five (45) students.

4. Internship-Clinical-Service Coordinators

The workload of the Internship-Clinical-Service Coordinators shall be 35 hours per week exclusive of lunch hours, and reasonably distributed over the five-day period except for holidays and recesses.

a. Internship and clinical coordinator positions shall be selected for the entire academic year and persons selecting these positions shall perform the duties included in, but not limited by, the respective program accreditation guidelines. If there are insufficient students to comprise a full academic load based upon .3 per student, the coordinator's academic load shall be prorated between coordination and classroom teaching.

D. Student Load

1. The average number of students in the classes taught under the teacher's basic workload shall not exceed twenty-eight (28) based on class count at the end of the third week of the semester or term. In the event the average exceeds twenty-eight (28), the teacher shall receive as a productivity payment, consistent with the schedule of Appendix B, the amount of six dollars ($6.00) per student credit hour for the excess number of students over the average as defined above. Extra-contractual and summer classes shall not be included in the computation of productivity pay.

2. Speech and English composition classes shall not exceed twenty-eight (28).

3. Consistent with the time lines in XII, A, other variations in student load may be cooperatively established between the faculty of an Area or Department and the instructional supervisor, with the approval of the instructional Vice-President.

4. Experimentation by the individual teacher in class size, methods of instruction and media shall be encouraged and recognized provided it is within budgetary limitations, and with approval of the instructional supervisor and instructional Vice-President.

5. The number of students in laboratory classes shall not exceed the number of available work stations.

6. Compensation of teachers authorized to perform technical laboratory maintenance shall be at the rate of ten dollars ($10) per hour. This compensation is excluded from the provisions of Article XIV, A, 4.

7. The provision of assistants for science laboratories shall be continued.

ARTICLE XIII TEACHING FACILITIES

A. The Board shall provide each teacher, subject to budgetary limitations, ample office space and equipment which is necesary to carry out activities which clearly relate to teaching duties. In addition to the usual office supplies, teachers shall have access to resources available such as typewriters, calculators and duplicating machines. The objective is the two person office with appropriate individual equipment for each teacher. All new facilities shall be built with offices designed for no more than two persons and no more than two persons shall be assigned to these offices without agreement between the immediate supervisor and teachers involved. No person(s) shall enter a teacher's office without permission of the teacher except in an emergency or for normal cleaning and maintenance.

B. The Board shall continue to provide office facilities for the counseling of students which afford the highest degree of privacy.

C. The Board shall provide at no charge, year-round, well-maintained, well-lighted and patrolled parking lots limited to full-time staff and conveniently located on each campus.

D. The Board shall maintain for the exclusive use of the professional staff, well-equipped lounging, dining and rest areas.

E. The Board shall provide a separate reading room in the South Campus Library and a reading area in the Center Campus Library exclusively for use of the professional staff for research and in-library reading. These rooms or areas shall not be used, however, as substitutes for regular offices.

F. The teachers shall have the right to use the school mailing facilities for intra-campus and outside mailing purposes. Postal charges borne by the College are limited to non-personal mail. Teacher's mail shall not be opened and the mailboxes of teachers shall not be disturbed under any circumstances by unauthorized persons. The use of College mailing facilities shall be for College related business only.

G. Adequate secretarial services shall be provided for each Department or Division.

H. Classrooms shall be quiet, well-equipped, well-lighted and shall be assigned according to the needs of the class to be taught in the rooms. Rooms must conform to safety and fire regulations which determine the number of students for any allocated room space.

I. The Board shall make arrangements for a well-equipped area on each campus where illness or injuries which occur on College premises can be adequately treated. The College shall maintain the services of a staff nurse on the South Campus. Clearly defined procedures to guide teachers in the handling of emergencies shall be provided by the approriate Vice-President of each campus.

ARTICLE XIV EXTRA-CONTRACTUAL, SUPPLEMENTAL, SUMMER AND REASSIGNED TIME ASSIGNMENTS

Full-time teachers employed beyond their basic contractual obligation shall receive compensation and shall be expected to work subject to the provisions set forth in this Article.

A. Extra-Contractual Assignments

1. Teachers employed for extra-contractual assignments as defined in Appendix C, 13 shall be paid at the rate of 1/45 of their basic annual salary per equated hour taught, consistent with the provisions of Article XII, C.

   a. A teacher whose regular workload is in the range of fourteen (14) to fifteen (15) equated hours shall be paid for equated hours taught in excess of fifteen (15) at the extra-contractual rate.

   b. A teacher whose regular workload is in the range of fifteen (15) to sixteen (16) equated hours shall be paid for any additional equated hours in excess of regular workload at the extra-contractual rate.

   c. A teacher whose regular workload exceeds sixteen (16) equated hours shall be paid for those equated hours in excess of fifteen and one-half (15.5) at the extra-contractual rate.

2. Teachers as defined in Appendix C, 3. performing extra-contractual services other than classroom instruction shall be compensated at two-thirds (2/3) of their hourly rate computed on the basis of a thirty-five (35) hour week except as provided below:

   a. Counselors selecting the forty-four (44) week work schedule provided in Article XII. C. 2. d. shall be paid in accordance with that Article.

   b. Librarians with eight (8) week riders as provided in Article XII. C. 2. c. shall be paid for that time at their hourly rate. Librarians without such riders will be compensated for their first eight (8) weeks of extra-contractual work at their hourly rate.

   c. Programmed Learning Center teachers and apprentice coordinators shall be paid at their regular hourly rate for up to eight (8) weeks of work during the period from the end of the Spring semester to the beginning of the Fall semester.

3. Each teacher shall have the right to accept or reject at his option any and all extra-contractual assignments. The Board shall not obligate a teacher to assume an extra-contractual assignment without prior written consent of the teacher involved nor shall the Board or any administrator impose a condition on any individual that his employment is contingent upon willingness to accept an extra-contractual assignment.

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A. (Continued)

4. A teacher may select extra-contractual assignments within the limits of availability; but shall be limited to twenty-two (22) equated hours annually, and no more than ten (10) equated hours in any one term.

5. All extra-contractual assignments must first be offered to full-time teachers before being offered to non-bargaining unit personnel. Each Department or Area shall develop its own plan by which priorities in assignments shall be determined.

6. The availability of all extra-contractual assignments shall be made known by posting in the respective divisions as soon as possible. Offerings of the division of continuing education shall be made public by posting in each division one week prior to the start of such assignments.

7. The limitations of A. 4. above, may be exceeded by the following options:
   a. If an extra-contractual load is below the annual limit or the term limit and the selection of an additional class (but not to exceed a third selection) would cause either of those limits to be exceeded, then that class may be selected. The amount by which this selection exceeds the limits of A. 4. above, shall be paid at the maximum of the part-time rate (currently $350 per equated hour). This option may be exercised only one time annually.

   b. If an extra-contractual load is below the term limits and the selection of an additional class (but not to exceed a third selection) would cause the term limits to be exceeded, then that class may be selected. The amount by which this selection exceeds the limits of A. 4. above shall be paid at the maximum of the part-time rate (currently $350 per equated hour). This option may be exercised in both the Fall and Spring terms as long as the total of these does not exceed the annual limit of twenty-two (22) equated hours and the teacher does not teach during the summer term.

8. Equated hours for cooperative programs, or portion thereof, taught as an extra-contractual assignment shall be computed at the rate of one-fourth (.25) times the number of students.

9. At the start of each semester and prior to the date for selection of extra-contractual classes, including summer classes, the administration will provide each area's scheduling representative with a list of all extra-contractual hours taught by each area member including extra-contractual work performed outside of the area.

B. Summer Assignments

1. Classroom teachers employed for all or a portion of the time from the end of the regular spring semester to the beginning of the fall semester shall be paid at the rate of one-thirtieth (1/30) of their basic annual salary per equated hour taught. However, this amount shall not exceed the larger of $900 or one-forty-fifth (1/45) of his basic annual salary per equated hour. This rate shall also apply to all trimester courses beyond the regular workload during the summer trimester.

2. Those employed for a thirty-five (35) hour week such as counselors, librarians, teacher coordinators of work programs, and teachers in Programmed Learning, shall be employed consistent with he provisions of XII, C, 2. These teachers shall be compensated as provided in A. 2. above.

3. All summer assignments must first be offered to full-time teachers before being offered to non-bargaining unit personnel.

4. All full-time teachers have the right to teach summer session courses consistent with the limitation in A. 4 above and within the limits of class availability. Each Department or Area shall develop its own plan by which priorities in assignments shall be determined.

5. The availability of summer assignments shall be made known by posting in the respective Divisions as soon as possible.

6. The equated hours for coordinators of cooperative programs shall be prorated consistent with the length of the assignment and with A, 8 above.

7. During the summer session no class shall be scheduled for longer than eight (8) weeks.

C. Supplemental and Reassigned Time Assignments

All teachers shall be informed of the availability of reassigned time in excess of that needed for Department or Area coordination and shall have the right to present proposals requesting reassigned time, consistent with the conditions of Article I, A, 5. It shall be the responsibility of the administration to insure that such reassigned time is distributed equitably.

C. (Concluded)

1. The granting of reassigned time and the issuance of supplemental assignments for the coordination and performance of necessary activities related to the instructional program of a Department or Area shall be subject to the approval of the instructional supervisor upon the submission of a documented request by a teacher or the teachers of that Department or Area. Denial of the request on any administrative level shall be accompanied by a written rationale. A method for distribution of reassigned time, or supplemental assignments requested, shall be included in the original proposal.

2. A teacher may not assume supervisory or administrative duties under reassigned time arrangement or supplemental assignments.

3. A teacher shall be informed in writing of the full requirements of any supplemental non-teaching services prior to the signing of a supplemental agreement. The provision outlined in XIV, A, 4 shall not apply to supplemental contracts.

4. Teachers employed for supplemental assignments as defined in Appendix C, 14 of the Agreement shall be paid at a rate mutually agreeable between the employee and the employer and commensurate with rates prevailing in the community for such professional skills.

D. 1. A teacher is qualified to select extra-contractual or summer assignments on an inter-divisional/departmental basis if he meets the standards of Article IV. D. or has accumulated twenty-three (23) semester hours, at least eighteen (18) of which shall be graduate credits, in the discipline to be taught or equivalent experience in occupational areas.

Teachers requesting a determination regarding their qualifications under this provision shall request, in writing, that the Employee Relations Office review their credentials not later than August 15, for the fall semester, December 15 for the spring semester and April 30 for the summer session. All credentials must be on file in the Employee Relations Office by the dates listed above.

2. The qualifications for teaching extra-contractual or summer assignments on an intra-divisional/departmental basis shall be as specified in XII, B, 7.

E. Special Assignments

Full time faculty may request and may be placed on special assignment. Teachers on special assignment shall continue to accrue and shall retain the right to exercise all rights and privileges in their area.

ARTICLE XV PROFESSIONAL GROWTH

A. Professional growth and the cost thereof are the responsibility of the individual faculty member. It is expected that each faculty member will continue to participate in activities that will further his or her professional growth.

B. Each teacher shall be entitled to eight (8) days professional absence during a school year, subject to conditions outlined below, to attend local, regional, national or international professional conferences or exhibits without loss of pay when approved in advance by the appropriate administrators. Computation of days to be deducted for professional business shall include the first and last day of professional business and all intervening faculty duty days. Such conferences or exhibits shall be directly related to the work of the teacher.

   1. The teacher who anticipates a professional absence must complete an absence request form which will be submitted to his immediate supervisor for processing and recommendation to the appropriate Vice-President, at least five (5) working days before said absence. Professional days shall be calculated to cover days of the conference plus the equivalent of one additional travel day as needed. Failure to obtain authorization for absence may result in loss of pay for the period of absence. Verification of conference or meeting attendance shall be supplied the College by the teacher filing a registration receipt or other proof of attendance within five (5) working days of his return to work.

   2. The teacher who is to be absent shall be responsible for making advance arrangements for his classes. Arrangements made, including the possibility of substitute, shall require the approval of the immediate supervisor.

ARTICLE XVI PROFESSIONAL LEAVES OF ABSENCE

A. General Provisions

   1. Professional Leaves shall be limited to:

      a. Compensable

         (1) Sabbatical Leaves or Retraining Leaves

         (2) Leaves for Exchange Teaching

      b. Non-Compensable

         (1) Advanced Study Leaves

         (2) Leaves for Foreign country or Military School Teaching

         (3) Grants or Fellowships

ARTICLE XVI PROFESSIONAL LEAVES OF ABSENCE (Continued)

A. (Concluded)

2. Professional Leaves of Absence, excluding Sabbatical Leaves, may be granted permanent status teachers. Such leave and extensions thereof shall be subject to the approval of the Board upon recommendation of the President.

3. Upon return from a Professional Leave, a teacher shall be placed at the same level of the salary schedule which he would have achieved had he not taken a Professional Leave.

4. Requests for extension of a Leave of Absence must be made in writing at least sixty (60) days before the termination of leave. Failure to request an extension shall constitute termination of leave. Failure to return to employment upon termination of leave shall constitute termination of employment.

5. Benefits or rights accumulated by a teacher prior to the effective date of the Leave of Absence shall be carried forward and credited to the teacher upon his return.

6. Teachers who have been on a Professional Leave may be considered for another Professional Leave after they have returned for one (1) year.

7. Application for Professional Leave other than Sabbatical must be filed with the Director of Personnel no later than fourteen (14) weeks preceding the semester or trimester that the leave shall become effective. Application for Sabbatical Leave, together with a plan of work, must be filed with the Sabbatical Leave Committee not later than March 15 of the academic year preceding the academic year for which the leave is requested. In computing the times for the application of all Professional Leaves, the time between the end of the spring term and the beginning of the fall term shall be excluded. Pertinent dates herein shall be published by the Director of Personnel during the first month of the fall term.

8. The Director of Personnel shall notify the teacher of the expiration of his leave ninety (90) days preceding the expiration date. The teacher shall forward his intent to return sixty (60 days prior to the beginning of the semester or trimester in which he intends to resume his teaching duties.

B. Compensable Leaves

1. Sabbatical Leaves

A Sabbatical Leave, not to exceed one academic year, may be granted to a permanent status teacher consistent with B, 1, b, below for the purpose of improving the quality of that teacher's instructional ability. For purposes of this section, years of active service of employment shall be computed from the date of hire for full-time teaching employment at MCC and include all years of full-time active teaching. Request for Sabbatical Leave shall be presented to the Board by the President with his recommendation for approval and the recommendation of the Sabbatical Leave Committee which shall follow these guidelines:

a. The purpose shall be for professional study, work on publications, educational travel relevant to the employee's teaching responsibility, travel combined with study, research, or other purposes which will, in the opinion of the committee and the Board, improve the quality of instruction at MCC. The teacher shall identify these purposes in a plan submitted with his application for Sabbatical Leave and he shall report his accomplishments to the committee upon his return. The Sabbatical Leave Committee shall present these reports to the Board of Trustees along with its own final report within one month of the Sabbatical Leave recipient's return.

b. Sabbatical Leave granted teachers shall be distributed among teachers and compensated in accordance with the following schedule:

Years of Active Service at MCC	Percent of Year's Salary
	50% 2 Semesters
7	100% 1 Semester

c. Subject to all other applicable general provisions relating to leaves contained in this Agreement, not inconsistent herewith, the percentage of salary shall be based on the salary that would have been paid the teacher had he continued on a regular teaching assignment. Compensation while on Sabbatical Leave is limited to the appropriate percentage of contractual salary. Special arrangements for payment of salary will be considered upon application for Sabbatical Leave.

B. 1. (Concluded)

d. Any teacher granted a Sabbatical Leave agrees to return to teaching service with Macomb Community College for at least one (1) academic year following the period of Sabbatical, unless this obligation is waived or deferred in whole or in part by the board. Seniority to qualify for eligibility for further Sabbatical leave shall include only the years of active employment worked subsequent to return from Sabbatical Leave.

e. If a request for Sabbatical Leave is disapproved or denied by the Sabbatical Leave Committee, the President or the Board, the teacher shall receive reasons for denial in writing by the party taking such action.

f. A teacher who does not return to Macomb Community College for a period of at least one (1) year after completing his Sabbatical Leave shall reimburse the Board for all monies received from it during such leave. A teacher granted Sabbatical Leave shall not accept employment while on leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvements are excepted.

g. The total number of teachers approved for Sabbatical Leave annually shall be at least six (6) teachers if the number of applications recommended by the Sabbatical Leave Committee is sufficient. However, the number of available Sabbatical Leaves shall be reduced by the number of Retraining Leaves awarded according to XXVIII, B. on a ratio of two (2) Sabbatical Leaves to one Retraining Leave. Upon exhaustion of Sabbatical Leaves for retraining, the College shall provide one Retraining Leave at full pay for one year. Retraining shall have priority over Sabbatical Leave. Recommendations of the Sabbatical Leave Committee shall be ranked in priority order and should include alternates who may be granted such leave if a higher ranked applicant does not accept, providing that the number of approved applicants is sufficient.

h. The Sabbatical Leave Committee shall consist of five (5) teachers appointed by MCCFO.

i. The Board shall notify the Sabbatical Leave Committee and each applicant of the disposition of his request for Sabbatical within thirty (30) days of receipt of the application, necessary plan of work, and the written recommendation of the Sabbatical Leave Committee.

B. (Concluded)

2. Leaves for Exchange Teaching.

A teacher may be granted a one (1) year leave for exchange teaching.

The plans as formulated by the Office of the United States Commissioner of Education in which each exchange teacher remains under the control of the home district in matters of pay and other related considerations, shall be in full effect.

C. Non-Compensable Leaves

1. Advanced Study -- Occupational Skill Upgrading Leave

A teacher may be granted a one (1) year leave for advanced study or occupational skill upgrading.

2. Leaves for Foreign Country or Military School Teaching.

A teacher may be granted leave for Foreign Country or Military School teaching.

3. Grants or Fellowships

These leaves may be granted for grants and/or fellowships which relate to the teacher's professional competence or to his work.

Such leaves may be granted for up to three (3) years and may be renewed annually subject to submission of verification of satisfactory progress.

ARTICLE XVII PERSONAL LEAVES

A. General Provisions

1. Requests for Personal Leaves and extensions shall be submitted to the Director of Personnel and are subject to the approval of the Board upon recommendation of the President.

The teacher shall be notified in writing of the board's decision within ten (10) working days.

A. (Concluded)

2. Personal Leaves shall include the following leaves:

    a. Health Leaves due to Physical or Mental Causes.

    b. Leaves to Care for Ill Members of Immediate Family

    c. Maternity Leaves

    d. Military Leaves

    e. Leaves of Public Service

    f Mutual Consent Leaves

3. A teacher returning from Personal Leave shall have the right to return at the beginning of a term provided that a teacher shall give notice of his intention to return at least one hundred twenty (120) days before the start of that term. A teacher returning from Personal Leave of one semester or less shall have the right to return to the Department/Area from which he left. The Director of Personnel shall notify the teacher of pertinent dates.

4. Upon return, a teacher on Personal Leave shall receive any negotiated general salary increase granted, excluding increments (except as provided in paragraph E for which service increments shall be awarded). Such salary shall be in effect one (1) year from date of return, subject to change due to earned increments occuring during the one year period following return and any further negotiated general increase.

5. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon his return, consistent with the terms of this Agreement.

6. Personal Leaves, except in emergencies, shall commence and terminate with the beginning of the semester or trimester.

7. Benefits to teachers on Personal Leave are limited to those stipulated in this Agreement.

B. Health Leaves

1. Health Leave not falling within Sick Leave Policy may be granted. Such request shall be in writing and shall be accompanied by a written diagnosis by the attending physician. Such Health Leave may be considered for renewal annually.

2. Requests for extensions of such leaves or notice of intention to return must be made at least sixty (60) days prior to the termination date of the leave, provided that the applicant's statement of medical probability that he will be fit to return satisfies the requirement of notice. Failure to return after termination date of the leave will constitute termination of employment. Notice of intention to return must be accompanied by a doctor's statement attesting to the teacher's fitness.

C. Leave for Care of Ill Members of the Immediate Family

1. Leave may be granted to care for ill members of the immediate family upon request by the teacher. Sufficient proof must be submitted to the President that such a leave, or extension of such a leave, is necessary before the request will be granted.

2. A teacher may use Sick Leave Days to care for ill members of the immediate family when an extended leave for such a purpose is unnecesary.

D. Maternity/Child Care Leave

1. Upon written request, a teacher who is an expectant mother, who adopts a child, assumes the legal responsibility of a family, or acquires a family by marriage may be granted a leave of absence.

2. A teacher granted Maternity/Child Care Leave must return to work not later than one (1) year from the end of the semester in which leave was taken. Failure to return at this time will constitute termination of employment; however, two extensions of one year each Maternity/Child Care Leave may be granted upon application by the employee on leave.

3. Request for Maternity/Child Care Leave shall be submitted no later than thirty (30) days prior to the beginning of the semester during which the Maternity/Child Care Leave is expected. However, an expectant mother may request her leave at the beginning of her pregnancy if such request is accompanied by a doctor's statement attesting to the need for leave. There should be no limitation on the length of time the expectant mother may continue to teach, except that after the fifth month of pregnancy, the expectant mother shall submit a statement from a licensed medical or osteopathic physician each month attesting to her physical fitness to teach that month.

E. Military Leaves

1. A teacher who is conscripted, or who enlists while eligible for conscription, or joins the Peace Corps in lieu of conscription, shall be reinstated as a regular teacher with full credit including annual increments under the salary schedule.

2. Increment credit for Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the teacher's military obligation.

3. When a teacher must take temporary Military Leave (not to exceed fourteen (14) school days) during the school year, the Board shall compensate the teacher involved for the difference between the teaching pay and the military pay and shall provide a substitute for his position, if necessary, without loss of pay; however; all reasonable efforts by the teacher must be pursued to arrange leave during the summer.

F. Leaves for Public Service

A teacher may be granted leave for Public Service on an annual basis if he is elected or appointed to public office, subject to sufficient notice to make adequate provision for replacement. Such leave shall not be extended beyond a second year and the request for extension must be made in writing at least sixty (60) days before the expiration date of the original leave.

G. Mutual Consent Leave

A Personal Leave may be granted to a teacher upon his request when it is mutually agreeable to the teacher and the Board.

ARTICLE XVIII PERSONAL BUSINESS LEAVE

A. Each teacher will be allowed up to five (5) days (non-cumulative) per year for personal business. Personal business may not be taken immediately preceding or immediately following holidays or recess periods for the purpose of extending such periods. A Report of Absence Form must be submitted per present operating procedures, except at no time shall a teacher be required to reveal the nature of such personal business. Computation of days to be deducted for personal business shall include the first and last day of personal business and all intervening faculty duty days.

B. A teacher will be allowd up to five (5) days funeral leave for each bereavement in his immediate family. A Report of Absence Form must be submitted per present operating procedures.

ARTICLE XVIII PERSONAL BUSINESS LEAVE

C. Upon timely request of the teacher, and with the approval of the immediate instructional supervisor, temporary substitutes shall be provided for teaching duties ordinarily assumed by the absent teacher during a Personal Business Leave Day.

D. A teacher employed at any time other than the beginning of the fall semester shall have his Personal Business Leave Days prorated for the period of employment of the academic year.

ARTICLE XIX JURY DUTY

A leave of absence shall be granted to a teacher called for jury service. In such cases, the teacher shall notify the Director of Personnel at the time of the call, and the Board shall pay to the teacher an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid.

All rights and benefits provided by this Agreement shall be continued uninterrupted for a teacher on this leave.

ARTICLE XX SICK DAYS

A. Each teacher shall be credited with one day of Sick Leave for each month of employment for personal illness or injury. There shall be a maximum of twenty (20) accumulated sick days, except that a teacher may use sick days accumulated prior to September 1, 1968, to maintain his allowance of twenty (20) accumulated sick days. Sick days may be used for child delivery. This provision shall not apply when an employee is on an approved leave.

B. The Board shall notify each teacher at the end of each academic year of the number of his earned Sick Leave Days.

C. The teacher shall provide a statement from a physician substantiating an absence due to illness of five (5) consecutive working days in order to be consistent with requirements of the insurance carrier.

D. Computation of days to be deducted from a faculty members' sick leave bank shall include the first and last day of illness and all intervening faculty duty days.

ARTICLE XXI METHODS OF COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Appendix A of this Agreement.

B. Salary payments shall be computed and paid in one of the followinng methods at the option of the teacher:

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly payments (see Appendix B). This option shall remain in effect each year unless the Payroll Office is notified in writing prior to August 1.

2. The annual salary shall be paid in twenty (20) equal bi-weekly payments, beginning with the first faculty pay date (see Appendix B). This option shall remain in effect each year unless the Payroll Office is notified in writing prior to August 1.

3. A teacher electing option 1 above may, upon written request prior to May 1 of each year, receive the unpaid portion of his salary at the final pay date in May.

4. Extra-contractual pay for semester classes shall commence on the third pay date of the semester and shall be paid over eight (8) consecutive pays. However, payments for extra-contractual assignments made after the first faculty pay date shall be paid beginning no later than the second faculty pay date from the start of the assignment and shall be prorated over the pay dates remaining in that semester.

5. Extra-contractual pay for trimester classes shall commence on the third pay date of the trimester and shall be paid over seven (7) consecutive pays.

6. Pay for summer semester classes shall commence no later than the second pay date after the start of the teacher's classes and shall be paid over the number of pay dates in the classes' duration.

7. Semester/trimester productivity pay shall be paid on the fifth (5th) pay of the semester/trimester.

C. Teacher's pay will be mailed to their residence to arrive every other Friday.

D. The teacher shall have the option to receive his pay at his division on the designated pay date provided he arranges this, in writing, with the College Payroll Office. The option shall be made at least three (3) weeks prior to the first faculty pay date, and any changes shall require a two (2) week written notification. Such changes will not be made for holiday pay periods.

E. The Board shall authorize items eligible for payroll deductions. These items shall include all those required by law, all tax sheltered annuity (TSA) plans, which comply with IRS Code 403B (these shall be added by July 1, 1982), and others as may be mutually agreeable to MCCFO and the Board. Any individual payroll deductions shall require proper authorization by the teacher. Upon receipt of a signed authorization for deduction of membership dues and assessments of MCCFO from any teacher, the sum of said dues and assessments as established by MCCFO will be deducted from the regular salaries of such teachers and remitted to the Treasurer of MCCFO. The number of deductions will be agreed upon with the Business Office.

F. Salary errors will be adjusted upon detection and corrections made retroactive within legal limits.

G. If it becomes necessary to contract professional service from any teacher, the rate of reimbursement shall be at the rate prevailing in the community for the type of professional skill sought by the employer. This service shall not affect the limits of extra-contractual assignments stated in Article XIV, A, 4. Acceptance or rejection of such an assignment will not be considered as merit on the teacher's record nor shall it be considered a condition of employment.

H. The hourly rate for thirty-five (35) hours per week faculty shall be computed based on 169 days.

I. No unilateral withholding of a paycheck or any portion thereof shall be permitted except for unauthorized or unreported absences, disciplinary suspension or resignation without notice. In the case of disiplinary suspensions the pay of the individual will not be withheld unless there has been prior notice, a hearing through the grievance procedure and final adjudication of the matter. In the event the matter has not been adjudicated by the end of the academic year, the disputed salary shall be withheld.

J. Payment for supplemental services will be made as specified in the supplemental contract detailing such services.

K. Teachers will receive payments for extra-contractual and summer school teaching on a bi-weekly basis at the salary rates set forth in XIV, A of this Agreement. Payment shall be made according to dates set forth in Appendix B of this Agreement.

L. When transportation is required and not provided by the College, travel between campuses or on any College business after a teacher has reported to his first daily assignment shall be reimbursed at the established College rate. Travel reimbursements forms shall be submitted monthly.

ARTICLE XXI METHODS OF COMPENSATION (Concluded)

M. Compensation for temporary substitute teaching shall be paid at the rate of thirteen dollars ($13.00) per contact hour when requested by the supervisor and accepted by the teacher. Pay for substitute teaching will be granted only for absences which have been charged to the absent teacher's leave account.

N. No compensation shall be paid to any faculty member except in accordance with the terms of this Agreement.

ARTICLE XXII CREDIT FOR PREVIOUS EXPERIENCE

A. Newly hired teachers may be given credit for up to and including eleven (11) years of experience, provided that credit may not exceed the actual eperience and there is no retroactive effect of this provision. The newly employed teacher shall be placed on the salary schedule at a step commensurate with his acceptable experience according to the table below. Acceptable experience shall consist of teaching and work experience applicable to his assignment.

Years of Credit	Index to be Assigned
0	1.00
1	1.04
2	1.08
3	1.12
4	1.16
5	1.20
6	1.25
7	1.30
8	1.35
9	1.40
10	1.45
11	1.50

B. The selection committee established in Article XXVII shall, as a part of its function, recommend the acceptable experience to be credited to each newly employed teacher. The experience to be credited shall be at the discretion of the Board but shall not exceed the provisions of A, above.

C. Former bargaining unit members who passed their probationary period will continue to accumulate salary benefits while employed by the College in an administrative position as though they had remained in the bargaining unit, and will be paid accordingly if they are reverted to faculty status. Such reverted administrators shall not have accumulated faculty seniority while serving as administrators. A transfer under Article IV, F. shall take precedence over the transfer of an administrator to a faculty position under this provision.

ARTICLE XXII CREDIT FOR PREVIOUS EXPERIENCE (Concluded)

D. The College may credit acceptable institutional service of other administrators who are successful applicants for a faculty vacancy at a ratio of two (2) years of credit for three years of non-teaching service, beyond eleven (11) years of credit and an Index of 1.5 but not beyond an Index of 1.8. This provision is limited to administrators or bargaining unit members employed at MCC prior to April, 1977.

ARTICLE XXIII INSURANCE

The Board shall provide, at no cost to the teacher, except as specifically noted below, a program of insurance protection which shall remain in effect for the duration of this Agreement.

A. Life

The Board shall continue to provide life insurance protection in the amount of twice the teacher's annual base contract salary. Additional life insurance protection under existing policies may be purchased at the teacher's expense and paid for through payroll deduction subject to the limitations of the terms of the insurance contract.

B. Short-Term Sickness and Accident Insurance

The Board shall continue to provide Short-Term Sickness and Accident Insurance in the amount of 70% of the teacher's base contract salary. Disability benefits shall commence upon the exhaustion of Sick Leave Days up to twenty (20) days or accumulated Sick Leave Days, whichever occurs first, but no sooner than the sixth (6) day of absence. This insurance shall apply to absence from work because of illness, accident or hospitalization. Benefits continue through the thirteenth week or end of disability, whichever occurs first.

C. The Board shall continue to provide Long-Term Disability Insurance in the amount of 70% of the teacher's base contract salary. Disability benefits shall commence the fourteenth week of total disability and continue for the period of total disability or to age 65, whichever occurs first. During the time of total disability, there shall be excluded from the non-duplication offset any Social Security Benefits in excess of those in effect at the time of disability.

D. Accidental Death and Dismemberment

The Board shall continue to provide accidental death and dismemberment insurance in the amount of $5,000.

E. Health

1. The Board shall provide for all teachers and their dependents health insurance provided by Michigan Blue Cross-Blue Shield Comprehensive Hospital semi-private MVF-1 with Master Medical plus Riders OB, ML, Prescription Drug, and IMB.

2. The Board shall provide coverage on behalf of each subscribing teacher, while he is on the payroll, toward the cost of the hospital-surgical-medical coverage described above equal to the full subscription rate on premium charge for the classification or coverage to which the teacher shall have subscribed. Such coverage shall be based upon his marital status and the number of his dependents, provided that it is not in excess of the coverage described in the next paragraph.

3. The coverage for which the Board will contribute under the foregoing may be at the teacher's option, protection for (1) self alone or (2) self and family, including only spouse and eligible children nineteen (19) years of age and under, or (3) group coverage for qualified children over nineteen (19) years of age with the additional premium charge for such coverage to be paid by the teacher as a payroll deduction.

4. There shall be no interruption in Blue Cross-Blue Shield coverage for those teachers already enrolled. For those newly enrolling, coverage shall go into effect after the Blue Cross-Blue Shield prescribed waiting period.

F. The Board shall provide Dental Insurance for all teachers and their dependents who qualify giving benefits no less than Prudential Insurance Company's Dental Plan for Class A and Class B and orthodontic benefits with the $50 deductible. The maximum Dental Insurance shall be $1,000 per year per employee and/or dependent. The maximum orthodontic benefit shall be $500 lifetime benefit per eligible dependent.

G. Worker's Compensation

Each employee shall be covered by the applicable Worker's Compensation Laws. In the event an employee is entitled to benefits under the Worker's Compensation Act, the difference between the Worker's Compensation Benefit and 65% of the teacher's basic contract salary will be paid him from his accumulated Sick Leave allowance which shall be pro-rata reduced.

The use of accumulated Sick Leave shall not exceed twenty (20) work days missed by the employee on Worker's Compensation during the employee's base contract year. Supplemental, Extra-Contractual and Special Services Payments shall not be made part of the salary off-set.

ARTICLE XXIII INSURANCE (Concluded)

H. Professional Liability

The Board shall provide Professional Public Liability Insurance in the amount of two hundred thousand ($200,000) per teacher covering services rendered during the course of employment.

I. The Board shall provide to teachers while on leave as specified below the following insurance coverages for the periods indicated:

1. A teacher on Sabbatical Leave shall be provided with life, long-term disability, dental, and health insurance coverages as described above for the period of leave.
2. Teachers on extended Health Leave shall be provided with life, long-term disability, dental, and health insurance coverages as described above for the duration of this Agreement. The Board may rquire a statement from a physician attesting to the teacher's inability to work.
3. Teachers on Maternity/Child Care Leave shall be provided with life, long-term disability, dental, and health insurance coverages as described above for the duration of this Agreement or until thirty (30) days after the birth of the child, whichever is later.
4. The liability of the Board shall be specifically limited to the provisions of 1, 2, 3 above. Extensions of leave shall not extend these coverages. Teachers on other forms of Personal and Professional Leaves may elect to continue under the College health insurance at the teacher's expense subject to the limitations of the terms of the insurance contract.

ARTICLE XXIV OTHER FRINGE BENEFITS

A. Cost-of-Living Allowance

1. The Board shall make provision for cost-of-living allowance as hereinafter set forth.
2. The amount of cost-of-living allowance shall be determined and redetermined as provided below on the basis of the Consumer's Price Index for Urban Wage Earners and Clerical Workers, published by the Bureau of Labor Statistics, Department of Labor (1957-59 = 100), and hereinafter referred to as the "Index."
3. The continuance of the cost-of-living allowance shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for the month of July, 1970. However, if the Index is discontinued in its present form, the parties to this Agreement agree to reconvene negotiations to determine an equivalent method of computing the cost-of-living allowance.

A. (Continued)

4. Each year each teacher's salary will be adjusted to provide a cost-of-living allowance (COLA) based upon the percentage rise in the index subject to the terms of this provision. The amount of the COLA shall be the dollar equivalent of the percentage increase rounded to the nearest one-tenth of one percent of the index multiplied by that teacher's base salary. This percentage shall be determined:

   100 x (J1 - J2)/J2 Where
   J1 = the index of June of the extant year
   J2 = the index of June of the prior year

5. The amount computed in 4. above shall be added to each teacher's base salary for the next year as provided in Appendix A.

B. The Board shall reimburse each teacher up to fifty dollars ($50.00) for expenses incurred by an annual physical examination. This exam shall be performed by a licensed physician of the teacher's choice. Each teacher further agrees to utilize his Blue Cross-Blue Shield coverage for all qualifying charges. Any unused portion of this fifty dollars ($50.00) shall be used, upon the request of the teacher, to pay for dental expenses incurred (and not covered by coordination of benefits) to fulfill the deductible requirements of the dental insurance coverage provided in article XXIII. F. of this agreement.

ARTICLE XXV CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, MCCFO, and Faculty in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXVI MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.

ARTICLE XXVII SELECTION OF PROFESSIONAL STAFF

A. Whenever a full-time teaching position is posted, an ad hoc committee of no fewer than five (5) teacher members shall review applications, interview candidates, and recommend appointees for each vacancy. This committee shall be established by means to be determined within each discipline or Area. When fewer than five (5) members of a discipline or Area are available for committee service the necessary additional teachers shall be selected from the parent Department, Area or like discipline at the other campus. The teachers of a discipline or Area shall have the right to initiate a request for hiring full-time teachers.

B. Recommendations for full-time teaching positions shall be submitted within fifteen (15) days after expiration of the posting period, and shall include the names of the specific applicants preferred by the committee with written rationale to support their selections. A recommendation for appropriate index as defined in Article XXII, A. shall be included for at least the first three preferred applicants listed in priority order. The committee's recommendations shall be recorded and forwarded to the immediate supervisor. In the event of a disagreement, both the committee's recommendation and the administration's recommendation shall be forwarded concurrently to the President and the Board.

ARTICLE XXVIII STAFF REDUCTIONS

A. Layoff

Whenever there is insuffícent work to provide each faculty member with a full workload, as defined in Article XII. C., then the necessary number of faculty members of the discipline where this lack of work exists may be laid off without pay except as provided in Article XXVIII, B.

1. Layoff shall be implemented by identifying the discipline where over-staffing exists. The least senior employee of the discipline shall be laid off first. The President of MCCFO must be given prior notice of and an opportunity to discuss such layoffs through the Service Committee before they are implemented.

2. Bumping shall be permitted if the teacher is assigned to a discipline where layoff must occur and if said teacher is qualified to teach in another discipline or Department. A qualified teacher is one as defined in Article IV, D. of this Agreement.

3. When circumstances shall be appropriate, each teacher laid off as aforementioned shall be reinstated in inverse order of his placement on layoff.

4. Such re-employment shall not result in loss of status or credit for previous years of service.

A. (Concluded)

5. No new appointments shall be made while there are available teachers laid off who are adequately qualified to fill the vacancies unless such teachers fail to advise the President of their acceptance of employment within fifteen (15) working days from date of notification by the President of positions available.

B. Staff Retraining

When there is neither a general decline in student population nor a substantial decrease in revenue of such magnitude that the end for which retraining is intended no longer exists, but where there is staff reduction because of program modification, course deletion or insufficient enrollment affecting a particular Department or Area, teachers affected shall have the right to retrain according to the conditions set below. Such retraining would be interpreted as a voluntary transfer for seniority purposes.

1. The Administration shall identify, by February 15, each discipline where insufficient work will probably exist during the next academic year and the number of faculty that will probably be unable to obtain a full load. All members of these disciplines will be provided with this information. The Administration shall also provide, by February 15, a list of all disciplines for which retraining is possible--and the maximum number of retraining leave applications that would be appropriate for those disciplines. The President of MCCFO will also be provided with this information, as well as an opportunity to discuss this at Service Committee. MCCFO shall have the right to add probable overstaffed disciplines and positions to the list of said disciplines and positions.

2. Teachers in a discipline identified as overstaffed shall have until March 15 to apply for a retraining leave. This application shall include: 1) the discipline for which retraining is intended consistent with the list of disciplines established in 1. above, 2) a plan of study that would qualify the applicant for that discipline, 3) the amount of time, not to exceed two years, required to complete the plan of study, and 4) a schedule of periodic progress reports.

3. Application for retraining will be forwarded to the Sabbatical Leave Committee and the appropriate Vice-President. The Sabbatical Leave Committee will evaluate each retraining leave application to determine if it fulfills the requirements of 2. above. If there are enough approved applicants and enough leaves as provided in XVI, B., the number of Retraining Leaves awarded to members of a discipline shall be the same as the number of overstaffed positions in that discipline.

B. (Concluded)

4. Progress reports shall be filed with the appropriate Vice-President. Lack of satisfactory progress in fulfilling the approved plan will result in immediate layoff without pay.

5. Retraining Leaves, excluding extensions, shall be at full pay. Extensions for a second year, without pay, may be granted upon application to the Board.

6. At the start of a retraining leave, the teacher shall be assigned, as a voluntary transfer for purposes of seniority, to the discipline for which he is training. After the first year of retraining and upon acquiring the qualifications specified in XII, B, 7., the teacher will be allowed to select a workload in the discipline. However, the qualifications of IV., D, must be satisfied by the end of the Retraining Leave. Failure to complete IV, D. quafifications will result in layoff.

7. Any faculty member who is without a full load and not on a Retraining Leave is subject to the provision of Article XXVIII, A.

8. Faculty members on Retraining Leaves shall suffer no loss of seniority.

9. Faculty members returning from Retraining Leave shall have their base salary set at the amount it would have been if they had not taken a Retraining Leave.

10. Retraining Leaves shall be limited to permanent status teachers.

11. Exhaustion of the benefits provided herein shall satisfy the obligation of the College to provide compensable Retraining Leaves.

ARTICLE XXIX SENIORITY

A. There shall be recognized the following categories of seniority:

Institutional and Division/Department or Area.

1. Institutional seniority shall consist of all years of full-time teaching with the College since September of 1960. Institutional seniority shall prevail in all questions concerning staff reduction.

2. Division/Department or Area seniority shall consist of all years of full-time teaching within a Division/Department or Area. Such seniority shall prevail in all questions concerning order of selecting teaching assignments, extra-contractual and summer assignments consistent with the provisions of Articles XII and XIV.

B. Transfers and Seniority

1. A teacher who is transferred voluntarily or involuntarily shall suffer no loss of institutional seniority.

2. A teacher who voluntarily transfers to another Division/Department or Area shall have no accumulated Division/Department or Area seniority in the Division/Department or Area into which he transfers. However, his Division/Department or Area seniority shall be higher than that held by any probationary teacher in the Division/Department or Area.

3. A teacher who transfers voluntarily to another Division/Department or Area shall not lose the seniority accumulated in that Division/Department or Area from which he transfers. A teacher who voluntarily accepts a special assignment outside of his Division/Department or Area, but remains in the bargaining unit, shall continue to accumulate seniority within his Department/Division or Area.

4. A teacher who is transferred involuntarily to another Divison/Department or Area according to the provisions of IV, F, 2 of the Agreement, shall carry with him the Division/Department or Area seniority accumulated in the Division/Department or Area from which he is transferred.

C. A teacher shall have the right to return from the following leaves and his seniority shall be cumulative excluding extensions. In the event of the elimination of the position during the interim, institutional seniority at Macomb Community College shall be the determining factor in filling staff assignments for which the teacher is qualified. In addition, the teacher shall have the right to return to his Division/Department/Area provided the leave does not exceed one (1) semester and excluding Retraining Leaves.

1. Professional Leaves of Absences and described in XVI.A.1.
2. Military Duty.
3. Maternity/Child Care
4. Long-Term and Short-Term Disability.
5. Retraining.
6. Involuntary Leaves of Absence (excluding disciplinary suspension).
7. Public Service
8. Mutual Consent Leaves (taken after January, 1982).

D. An employee shall lose his seniority through voluntary resignation and through discharge for cause.

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ARTICLE XXIX **SENIORITY (Concluded)**

E. There shall be provided annually a seniority list of all full-time teachers which indicates date of hire as a full-time teacher, amount of institutional seniority and current Department/Division or Area seniority. Disputes concerning the accuracy of the list shall be filed with the Personnel Director within twenty (20) days of publication of the seniority list. Should there be no satisfactory resolution within twenty (20) days of the alleged inaccuracy, the teacher shall have the right to grieve the alleged inaccuracy of the said seniority list. If no grievance is filed within the twenty (20) days the seniority list shall be conclusive on seniority rights.

ARTICLE XXX ABSENCE POLICY

An absence shall be construed to mean the failure of a teacher to meet his scheduled assignments including extra-contractual assignments and posted office hours. In case of approved Professional Leave, absences shall not be charged when a teacher's obligations are fulfilled under an arrangement of voluntary service by his fellow teachers.

A. It shall be the obligation of the teacher to report any absence to his immediate supervisor(s) as soon as possible. It shall be incumbent upon the teacher to insure that appropriate forms and notification are completed and the bank charged identified in the reporting of the absence.

B. Full-Day Absence

A full-day's absence shall be charged to the appropriate bank for any failure to meet all scheduled assignments during a particular day.

C. Part-Day Absence

Where a teacher fails to meet a portion of his regularly scheduled assignments he shall be charged a half-day's absence if the portion missed constitutes one-half or less of the regularly scheduled day's assignments. If the portion of absence exceeds one-half of the regularly scheduled day's assignments, the teacher shall be charged a full day's absence.

D. There shall be no charge to leave banks for days in which school is canceled by the College because of inclement weather, acts of God, or civil disaster.

ARTICLE XXX ABSENCE POLICY (Concluded)

E. Summer Absences

Teachers shall be allowed absences for illness, personal business or emergencies in accordance with the following table based upon the length of summer assignments:

1-2 weeks	-	1 day
3 weeks	-	1 1/2 days
4 weeks	-	2 days
5 weeks	-	2 1/2 days
6 weeks	-	3 days
7 weeks	-	3 1/2 days
8 weeks	-	4 days

ARTICLE XXXI EVALUATION OF PROFESSIONAL STAFF

A. Evaluation of Permanent Contract Teachers

1. The purpose of evaluations for permanent contract teachers is to ascertain the teacher's effectiveness in the performance of his profession.

   Four evaluation instruments shall be established. The instruments shall be self, peer, student and administrative and shall be district wide. Each teacher must select the student evaluation and one of the other three once each academic year.

   Each teacher shall be responsible for placing the results into his personnel file. The results shall be kept in the teacher's personnel file for no longer than five (5) years. Data confidentiality will be guaranteed by limiting the access to the information in the file specifically to the appropriate administrators. No transfer, transport, or access of individual identifiable personal data shall be undertaken without every reasonable precaution having been taken to protect the security of the data from unauthorized sources.

2. Procedure

   Evaluation process shall be once a year — fall term for full-time teachers.

   All teachers shall use student evaluations in three sections (two sections in a full load) which are chosen by the teacher. However, should the teacher be teaching outside his Area, one of those sections would be included.

   Faculty on probationary status shall be evaluated in accordance with the appropriate contractual provisions.

PAGE 62 WAS MISSING FROM THE ORIGINAL DOCUMENT AND IS THEREFORE NOT INCLUDED IN THIS REPRODUCTION.

B. (Concluded)

7. If the Evaluation Team has decided that the member of the bargaining unit evaluated is inadequate in some area which could lead to a desire on the part of the College not to renew his contract, they must communicate this concern to the member evaluated and to his immediate supervisor in separate written memorandum. This memorandum will not become a part of his personnel file. On receipt of the memorandum, the immediate supervisor must call a meeting including the Evaluation Team, the member evaluated, and the immediate supervisor at which steps will be considered that can be taken by the member evaluated to correct his inadequacies.

8. Following this required conference, the Evaluation Team shall undertake a second evaluation which shall be completed by December 15, of the second year of the probationary contract.

9. The second report of the Evaluation Team shall include a recommendation for the granting of permanent contract, a third year probationary contract, or a recommendation for separation from the College at the conclusion of the probationary contract.

10. A copy of the recommendation shall be delivered to the member evaluated, the Secretary of MCCFO and the immediate supervisor on or before January 1. If the Evaluation Team has recommended separation from the College at the conclusion of the probationary contract, the immediate supervisor, after consultation with his Dean, will forward the recommendation, if he so desires, to the Professional Standards Committee as the first step in due process on or before January 15.

11. Dates used above or other such dates used in the Contract shall be appropriately adjusted if a member joins the College in the second semester of any academic year or at any other time not covered in this Agreement.

12. Any procedure employed in separation of any member of the bargaining unit from the College will be governed by due process.

ARTICLE XXXII DISTRICT SERVICE COMMITTEE

A. A district Service Committee consisting of six (6) members shall be established with such functions as are described below reserved solely to it.

1. Faculty

Faculty membership of the district Service Committee shall be the President of MCCFO, a representative from the South Campus, and a representative of the Center Campus. One of the campus representatives shall be the past Chief Negotiator for MCCFO.

A. (Concluded)

2. Administration

Administrative representatives to the district Service Committee shall be the Chief Negotiator for the Board team, the Academic Vice-President, the Vice-President for Student and Academic Services or their respective designees.

B. Functions

The district Service Committee shall provide the context in which clarification of the intent of the Master Agreement shall occur. Issues arising between MCCFO and the Board which are not covered by the various articles and provisions of the Master Agreement shall also be considered by the district Service Committee. The deliberations and determinations of the district Service Committee shall not preclude the implementation of the grievance procedure, nor be construed as an alternative to the provisions of Article XXXIII, nor limit the proper authority of the Board or MCCFO.

C. Procedures

Meetings of the district Service Committee may be called by either party upon written notification to the other.

ARTICLE XXXIII TERMINATION AND MODIFICATION

A. This Agreement shall be effective as of August 14, 1985 and shall continue in full force through August 13, 1988, subject to conditions set forth herein.

B. Either party may give written notice to the other of its desire to negotiate sections no later than March 1, 1988 but not prior to February 1, 1988.

C. Collective bargaining meetings between the Board and MCCFO may be called during the term of the Agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the Agreement, but in no case shall these modifications or amendments become final until they have been ratified by the Board and MCCFO.

D. Any amendments that may be agreed upon during the life of this Agreement shall become and be part of this Agreement without modifying or changing any other terms of this Agreement.

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IN WITNESS WHEREOF, the said parties have caused this document to be executed by their duly authorized officers the year and the day first above written.

COMMUNITY COLLEGE DISTRICT
OF THE COUNTY OF MACOMB

BY /S/
Steven DeLuca
Chairperson, Board of Trustees

BY /S/
Albert L. Lorenzo
President

BY /S/
William J. MacQueen
Director of Employee
Relations

MACOMB COMMUNITY COLLEGE
FACULTY ORGANIZATION

BY /S/
James P. Yizze
President

BY /S/
Bill Knott
Chief Negotiator

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AND IS THEREFORE NOT INCLUDED IN THIS REPRODUCTION

APPENDIX B

Faculty Pay Dates

1985-1986	1986-1987	1987-1988
August 23	August 22	August 21
September 6	September 5	September 4
*September 20	*September 19	*September 18
**October 4	**October 3	**October 2
***October 18	***October 17	***October 16
November 1	October 31	October 30
November 15	November 14	November 13
November 29	November 28	November 27
December 13	December 2	December 11
December 27	December 4	December 24
January 10	January 9	January 8
January 24	January 23	January 22
*February 7	*February 6	*February 5
**February 21	**February 20	**February 19
***March 7	***March 6	***March 4
March 21	March 20	March 18
April 4	April 3	April 1
April 18	April 17	April 15
May 2	May 1	April 29
May 16	May 15	May 13
**May 30	**May 29	**May 27
June 13	June 12	June 10
June 27	June 26	June 24
July 11	July 10	July 8
July 25	July 24	July 22
August 8	August 7	August 5

* First Pay - Semester Extra-Contractual

** First Pay - Trimester Extra-Contractual

*** Productivity Pay Dates

APPENDIX C

Definitions

1. **Board**

Board of Trustees of the Community College District of the County of Macomb (referred to throughout this document as the "Board") wherever used in this Agreement shall refer to the "Board" itself, sub-committees of the "Board" and such administrative personnel as designated by the "Board" to act as its agent under those circumstances in which said administrative personnel carry out Board delegated rsponsibilities.

2. **MCCFO**

Macomb Community College Faculty Organization, shall be referred to throughout this document as MCCFO, the bargaining agent for all full-time teachers.

3. **Teacher**

All full-time teachers, counselors, librarians, research assistants, teachers employed in the Programmed Learning Center, and teacher coordinators in student co-op programs and Internship-Clinical-Service Coordinators; but excluding administrators, deans, directors, head librarians, coordinators, department chairmen, assistant department chairmen, college nurses, all supervisors, part-time teachers, national teaching fellows and administrative interns and all other employees.

4. **Permanent Contract Teacher**

Full-time teacher (as defined above) who has successfully completed probation and has been granted permanent contract status: same as a "permanent status" teacher.

5. **Probationary Teacher**

A full-time teacher (as defined above) who has not met all the requirements for the issuance of a permanent status contract.

6. **Administrator/Supervisor**

Any individual who has been given authority by the Board to make and implement decisions concerning members of the bargaining unit in such areas as evaluation, hiring, dismissal, scheduling, wages, hours, and working conditions.

Definitions

7. **Agreement**

Throughout the document, the term "Agreement" is employed in reference to the Agreement between the Board of Trustees of the Community College District of the County of Macomb and Macomb Community College Faculty Organization.

8. **MCC**

The MCC represents the Macomb Community College and is used interchangeably with the Community College District of the County of Macomb.

9. **Index**

The numerical factor which indicates placement within level on the salary schedule for new hires.

10. **Level**

Full-Time teachers shall be classified by level: Professor or Instructor. Where used in this Agreement, level, grade and faculty rank are synonymous terms.

11. **Science Wet Lab**

Science wet lab sections referred to in XII, C, 1, g shall be defined to mean only those science laboratories in the Division/Department of science and mathematics which were equated at 1.0 during the 1969-70 school year.

12. **Area**

A sub unit within a Division which has been authorized to operate as a unit in selecting faculty, preparing class schedules and related functions as listed in Appendix F. Modifications of the list provided in Appendix F. B. shall require approval of the Service Committee.

13. **Extra-Contractual Employment**

Teaching, counseling, library service or service performed by teachers, as defined in Appendix C-3, in addition to their regular assignment for which the teacher is paid a salary beyond his basic contract. The salary for extra-contractual employment shall be computed as described in Article XIV, A of this Agreement.

APPENDIX C (Continued)
Definitions

14. **Supplemental Employment**

Special employment (i.e., curriculum development, research, etc.) for which the teacher receives salary in addition to his basic contract. The amount and the manner of compensation for supplemental services is at the discretion of the Board.

15. **Compensable Leave**

A Professional Leave during which the teacher receives full or partial salary from the College district as described in this Agreement. Insurance coverage while on leave, if any, is limited to the express terms of this Agreement.

16. **Non-Compensable Leave**

All personal leaves and those professional leaves during which the teacher receives no salary from the College district. Insurance coverage while on leave, if any, is limited to the express terms of this Agreement.

17. **Graduate Major**

A graduate major shall normally consist of earned graduate level credits in the subject matter field. Graduate level credits earned in related fields may be appropriate to satisfying the graduate major requirements for teaching in the Department or Area.

18. **Immediate Family**

The parents, grandparents, brothers, sisters, children and grandchildren of the teacher and his spouse, or other person who is domiciled with the teacher, shall comprise the teacher's immediate family.

19. **Summer Session**

The time period from the end of the regular spring semester to the first duty day of the fall semester for all the faculty.

20. **Faculty Duty Day**

A faculty duty day is any day on which an individual teacher is scheduled to work or any day — Monday through Friday — not identified in the respective academic calendar as a holiday or recess period.

21. **Division**

Administrative grouping of Departments.

Definitions

22. Department

Administrative grouping of Areas.

23. Disciplines

As listed in Appendix F.B.

APPENDIX D

Grievance Procedure

A. Definition of Grievance

A grievance shall mean an allegation by MCCFO that there has been a violation, misinterpretation, misapplication, or nonapplication of any provision of this Agreement and will follow the grievance procedure hereinafter provided.

B. Basic Procedures

1. As used in this Article, the term "teacher" shall also mean a group of teachers or MCCFO having the same grievance.

2. During the academic year, the time limits specified hereinafter shall consist of teacher duty days and may be extended by mutual consent of the parties specified in any grievance step. The following conditions shall prevail regarding timelines:

   A. Only regular working days shall be counted: that is, Monday, Tuesday, Wednesday, Thursday, Friday.
   B. No legal holidays or recess periods shall be counted.
   C. No days on which the school is officially closed shall be counted.

   D. During the following periods, days will not be counted:

December 13, 1985	to	January 6, 1986 (count to begin January 7, 1986)
March 7, 1986	to	March 16, 1986 (count to begin March 17, 1986)
May 10, 1986	to	June 8, 1986 (count to begin June 9, 1986)
August 2, 1986	to	August 24, 1986 (count to begin August 25, 1986)
December 20, 1986	to	January 12, 1987 (count to begin January 13. 1987)
March 13, 1987	to	March 22, 1987 (count to begin March 23, 1987)
May 15, 1987	to	June 15, 1987 (count to begin June 16, 1987)
August 7, 1987	to	August 23, 1987 (count to begin August 24, 1987)
December 18, 1987	to	January 12, 1988 (count to begin January 13, 1988)
March 11, 1988	to	March 20, 1988 (count to begin March 21, 1988)
May 13, 1988	to	June 13, 1988 (count to begin June 14, 1988)

3. Failure at any step of the grievance procedure by the employer or its agents to give the required notification in each step or to make issue and communicate any decision within the specified time limits of the grievance procedure shall result in the grievance being considered to have been decided in favor of MCCFO based upon the remedy sought in the statement of the grievance.

4. Failure of MCCFO to appeal the decision to the next higher step within the proper time limits, shall constitute a withdrawal of the grievance and shall bar further action on the particular grievance.

5. Conferences and hearings held under this procedure shall be conducted at a time and place which will afford a reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such conferences and hearings are during school hours, all persons whose presence is required shall be excused without loss of pay for that purpose.

6. Grievances shall be written, and filed on the official "Grievance Report" form.

   Administrators shall file their written reply to each grievance on the official "Grievance Disposition" form.

7. A teacher who participates in any way in any grievance procedure shall not be subject to discipline or reprisal because of such participation.

8. All discussions shall be kept confidential during the procedural stages of the resolution of the grievance in the absence of agreement of the parties to the contrary.

9. Exclusions from grievance procedure are as follows:

   a. Alleged grievances which purport to question the application of rights set forth in this Agreement over which the employer is given unilateral discretion.

   b. Disputes which arise but which are specifically prohibited from this grievance procedure by the terms of any specific Articles herein.

10. Policy grievances shall be filed at Step 2 of the grievance procedure.

11. Step 0 and/or Step 1 can be bypassed if the administrator(s) at these steps do not have jurisdiction over the matter in dispute.

C. Steps of Grievance Procedure

Step 0 The aggrieved teacher (or a designated teacher from a group having the same dispute) and/or MCCFO shall verbally present his dispute to his immediate supervisor within ten (10) working days after the cause shall have become known to the teacher.

Step 1 In the event the dispute is not resolved through informal discussion, MCCFO may submit a grievance in writing to the appropriate Division Dean within twenty (20) working days after the cause of this grievance shall have become known to the teacher. The Division Dean shall within ten (10) working days give his decision and reasons therefore in writing to MCCFO.

Step 2 In the event the greivance is not resolved at Step 1, MCCFO may submit the grievance in writing to the Director of Employee Relations within ten (10) working days of delivery of the decision. The Director of Employee Relations or his designee shall, within ten (10) working days, give his decision and the reasons therefore in writing to MCCFO.

Step 3 If MCCFO is dissatisfied with the decision of the Director of Employee Relations, they may file a demand for arbitration with the American Arbitration Association within twenty (20) working days of the date the written disposition was given under Step 2.

A copy of this demand for arbitration shall be filed with the Director of Employee Relations. The selection of the arbitrator shall be in accordance with AAA established rules and procedures.

In the event MCCFO shall fail to serve a written notice, the matter shall be considered as settled on the basis of the written disposition by the Director of Employee Relations.

The arbitral form here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

The arbitrator shall have no power to establish specific salaries or salary schedules except that this paragraph is not intended to exclude from arbitration disputes over salaries and placement on salary schedules.

The expenses of such arbitration shall be equally borne by each party and each party shall make arrangements for any pay of the expenses of such consultants and witnesses as may be retained.

It shall be the obligation of the arbitrator to make a reasonable effort to rule on cases within thirty (30) days after final hearing and said decision shall be final and binding upon the teacher, MCCFO, and the Board.

APPENDIX E

1985-1986 Academic Calendar

Semester Calendar (169 Duty Days)

FALL 1985

August 14 - 16*	Flexible Development Days
August 19 - 20	Organization Days
August 21	First Day of classes
September 2	Labor Day Recess
November 28 - 30	Thanksgiving Recess
December 14	Last Day of classes
December 16- 17*	Flexible Development Days

SPRING 1986

January 2, 3, 6*	Flexible Development Days
January 7 - 8	Organization Days
January 9	First Day of classes
March 9 - 16	Spring Recess
March 27	Faculty Development Day
April 28 - 30	Easter Recess
May 10	Last Day of classes
May 12 - 13*	Flexible Development Days

*Each faculty member on the Semester Calendar must select two (2) of these Flexible Development days per semester or make other arrangements in consultation and agreement with his/her immediate administrator. Such arrangements may include academic advising, registration, high school visitation, educational articulation, developmental activities, articulation with counselors, student organization advising, and approved institutional activities.

SUMMER 1986

May 19	First Day of Classes
May 26	Memorial Day Recess
July 4	Independence Day Recess
August 2	Last Day of Classes

1986-87 ACADEMIC CALENDAR

Semester Calendar (169 Duty Days)

FALL 1986

August 20 - 22*	Flexible Development Day
August 25 - 26	Organization Days
August 27	First Day of Classes
September 1	Labor Day Recess
November 27 - 30	Thanksgiving Recess
December 20	Last Day of Classes
December 22 - 23*	Flexible Development Days

SPRING 1987

January 8, 9, 12*	Flexible Development Days
January 13 - 14	Organization Days
January 15	First Day of classes
March 15 - 22	Spring Recess
April 16	Faculty Development Day
April 17 - 19	Easter Recess
May 16	Last Day of classes
April 18 - 19*	Flexible Development Days

* Each faculty member on the Semester Calendar must select one (2) of these Flexible Development Days per semester or make other arrangements in consultation and agreement with his/her immediate administrator. Such arrangements may include academic advising, registration, high school visitation, educational articulation, developmental activities, articulation with counselors, student organization advising, and approved institutional activities.

SUMMER 1987

May 26	First Day of classes
July 4	Independence Day Recess
August 8	Last Day of classes

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Trimester Calendar — Applied Technology only (219 Duty Days)

FALL 1985 (72 Duty Days)

September 3	Organization Day
September 4	First Day of Classes
November 28 - 30	Thanksgiving Recess
December 14	Last Day of Classes

SPRING 1986 (74 Duty Days)

January 6 - 7	Organization Days
January 8	First Day of Classes
March 27	Faculty Development Day
March 28 - 30	Easter Recess
April 19	Last Day of Classes

SUMMER 1986 (73 Duty Days)

April 28	First Day of Classes
May 26	Memorial Day Recess
July 4	Independence Day Recess
August 9	Last Day of Classes

Trimester Calendar — Applied Technology only (220 Duty Days)

FALL 1986 (73 Duty Days)

September 8	Organization Day
September 9	First Day of Classes
November 27 - 30	Thanksgiving
December 20	Last Day of Classes

SPRING 1987 (74 Duty Days)

January 12	Organization Day
January 13	First Day of Classes
April 16	Faculty Development
April 17 - 19	Easter Recess
April 25	Last Day of Classes

SUMMER 1987 (73 Duty Days)

May 4	First Day of Classes
May 25	Memorial Day
July 3 - 4	Independence Day
August 15	Last Day of Classes

Trimester Calendar — Applied Technology only (219 Duty Days)

FALL 1987 (72 Duty Days)

September 8	Organization Day
September 9	First Day of Classes
November 26 - 29	Thanksgiving Recess
December 19	Last Day of Classes

SPRING 1988 (74 Duty Days)

January 11	Organization Day
January 12	First Day of Classes
March 31	Faculty Development Day
April 1 - 3	Easter Recess
April 23	Last Day of Classes

SUMMER 1988 (73 Duty Days)

May 2	First Day of Classes
May 30	Memorial Day
July 4	Independence Day
August 13	Last Day of Classes

APPENDIX F

Areas

For the purposes of implementing all rights and obligations that devolve to "areas" as a result of this Agreement, the following shall be incorporated in and become part of this Agreement:

A. Types of Areas

There shall be four (4) different types of areas. They shall be (1) single discipline area; (2) multi-discipline areas; (3) occupational multi-discipline areas; and (4) district multi-discipline areas.

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APPENDIX F (Continued)
Areas

B. List of Areas

1. Type 1 — Single Discipline

DISCIPLINE	AREA	DEPARTMENT	CAMPUS
Economics	Economics	Social Science	South
Geography	Geography	Social Science	South
History	History	Social Science	South
Life Career Development	Life Career Development	Social Science	South
Political Science	Political Science	Social Science	South
Psychology	Psychology	Social Science	South
Social Science	Social Science	Social Science	South
Sociology/Anthropology	Sociology/Anthropology	Social Science	South
Psychology	Psychology	Social Science	Center
Biology	Biology	Math/Science	South
Chemistry	Chemistry	Math/Science	South
Environmental Science	Environmental Science	Math/Science	South
Geology	Geology	Math/Science	South
Math	Math	Math/Science	South
Physical Science	Physical Science	Math/Science	South
Chemistry	Chemistry	Math/Science	Center
Art	Art	Humanities	South
French/German	French/German	Humanities	South
Humanities	Humanities	Humanities	South
Italian/Spanish	Italian/Spanish	Humanities	South
Music	Music	Humanities	South
Philosophy	Philosophy	Humanities	South
English	English	Communications	South
Journalism	Journalism	Communications	South
Speech	Speech	Communications	South
Physical Education	Physical Education	Physical Education	South
Physical Education	Physical Education	Physical Education	Center
Library	Library	Learning Resources	South
Library	Library	Learning Resources	Center
Programmed Instruction	Programmed Instruction	Learning Resources	Center
Counseling	Counseling	Student Services	Center
Counseling	Counseling	Student Services	South
Special Needs	Special Needs	Special Needs	District

APPENDIX F
Areas

B. 2. Type 2 -- Multi-Discipline

DISCIPLINE	AREA	DEPARTMENT	CAMPUS
English	Communications	Communications	Center
Journalism	Communications	Communications	Center
Speech	Communications	Communications	Center
Economics	Social Science	Social Science	Center
Geography	Social Science	Social Science	Center
History	Social Science	Social Science	Center
Life Career Development	Social Science	Social Science	Center
Political Science	Social Science	Social Science	Center
Psychology	Social Science	Social Science	Center
Social Science	Social Science	Social Science	Center
Sociology/Anthropology	Social Science	Social Science	Center
Art	Humanities	Humanities	Center
French	Humanities	Humanities	Center
German	Humanities	Humanities	Center
Humanities	Humanities	Humanities	Center
Italian	Humanities	Humanities	Center
Music	Humanities	Humanities	Center
Philosophy	Humanities	Humanities	Center
Spanish	Humanities	Humanities	Center
Theatre Arts	Humanities	Humanities	Center
Biology	Math/Science	Math/Science	Center
Geology	Math/Science	Math/Science	Center
Mathematics	Math/Science	Math/Science	Center
Natural Science	Math/Science	Math/Science	Center
Physics	Math/Science	Math/Science	Center
Communications	Programmed Learning	Programmed Learning	South
Math	Programmed Learning	Programmed Learning	South
Science	Programmed Learning	Programmed Learning	South

APPENDIX F (Continued)
Areas

B. 3. **Type 3 -- Occupational Multi-Discipline**

DISCIPLINE	AREAS	DEPARTMENT	CAMPUS
Crime Lab Tech.	Public Services	Public Services	Center
Fire Science	Public Services	Public Services	Center
Law Enforcement	Public Services	Public Services	Center
Library Tech. Ass't.	Public Services	Public Services	Center
Professional Food Service	Public Services	Public Services	Center
Security & Loss Prevention	Public Services	Public Services	Center
Dental Assistant	Allied Health	Allied Health	Center
Emergency Medical Tech.	Allied Health	Allied Health	Center
Industrial Lab Tech.	Allied Health	Allied Health	Center
Medical Lab Tech.	Allied Health	Allied Health	Center
Medical Office Ass't.	Allied Health	Allied Health	Center
Nursing	Allied Health	Allied Health	Center
Recreation Leadership	Allied Health	Allied Health	Center
Respiratory Therapy	Allied Health	Allied Health	Center
VET Tech.	Allied Health	Allied Health	Center
Accounting	Business Administration	Business	South
Business Administration	Business Administration	Business	South
Business Law/Para-Legal	Business Administration	Business	South
Credit and Finance	Business Administration	Business	South
Data Processing	Business Administration	Business	South
Marketing	Business Administration	Business	South
Management	Business Administration	Business	South
Real Estate	Business Administration	Business	South
Traffic & Transporation	Business Administration	Business	South
Office Administration	Office Administration	Business	South
Applied Technology	Applied Technology	Applied Technology	South
Civil Technology	Mechanical Technology	Mechanical Technology	South
Climate Control	Mechanical Technology	Mechanical Technology	South
Electronics Technology	Mechanical Technology	Mechanical Technology	South
Fluid Power	Mechanical Technology	Mechanical Technology	South
Labor Studies	Mechanical Technology	Mechanical Technology	South
Metallurgy	Mechanical Technology	Mechanical Technology	South
Metals Machine	Mechanical Technology	Mechanical Technology	South
Metrology	Mechanical Technology	Mechanical Technology	South

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APPENDIX F (Concluded)
Areas

B. 3. Type 3 - Occupational Multi-Discipline (Continued)

DISCIPLINE	AREAS	DEPARTMENT	CAMPUS
Numerical Control	Mechanical Technology	Mechanical Technology	South
Supervision/Management	Mechanical Technology	Mechanical Technology	South
Welding Technology	Mechanical Technology	Mechanical Technology	South
AERO Mechanics	Mechanical Technology	Mechanical Technology	South
Electronic Service Technology	Mechanical Technology	Mechanical Technology	South
Robotics	Robotics	Mechanical Technology	South
Technical Math	Mechanical Technology	Mechanical Technology	South
Architectural Drafting	Design Technology	Design Technology	South
Auto Body Design	Design Technology	Design Technology	South
Engineering Design	Design Technology	Design Technology	South
GCA	Design Technology	Design Technology	South
Printing	Design Technology	Design Technology	South
Special Machines	Design Technology	Design Technology	South
Surveying	Design Technology	Design Technology	South
Tool & Fixture Design	Design Technology	Design Technology	South
Accounting	Business Administration	Business	Center
Business Administration	Business Administration	Business	Center
Business Law	Business Administration	Business	Center
Credit and Finance	Business Administration	Business	Center
Data Processing	Business Administration	Business	Center
Management	Business Administration	Business	Center
Marketing	Business Administration	Business	Center
Real Estate	Business Administration	Business	Center
Traffic & Transportation	Business Administration	Business	Center
Office Administration	Office Administration	Business	Center

APPENDIX F (Continued)
Areas

B. 4. Type 4 — District Multi-Discipline

DISCIPLINE	AREA	DEPARTMENT	CAMPUS
Cooperative Education Allied Health	Cooperative Education	Cooperative Education	District
Cooperative Education General Education	Cooperative Education	Cooperative Education	District
Cooperative Education Mechanical/Design Tech.	Cooperative Education	Cooperative Education	District
Cooperative Education Office/Business Admin.	Cooperative Education	Cooperative Education	District

APPENDIX F (Continued)

C. Implementation of Selection of Assignments

1. Single-Discipline Areas

a. A teacher in a single-discipline area may select for regular workload or extra-contractual any class offered within his area. Further, if sufficient classes exist, he must select his regular workload from the classes in his area.

b. A teacher unable to obtain a full contractual load from (a) above shall complete his workload first from the general courses of his department, next from the other disciplines in his department for which he meets the qualifications set forth in IV, D, or XII, B, 7., then from other disciplines for which he meets the qualifications set forth in IV, D. or XII, B, 7. However, a Master's Degree in foreign language shall not automatically qualify one to teach humanities.

c. The qualifications for selecting summer or extra-contractual classes outside of one's Area shall be specified in XIV, D.

2. Multi-Discipline Areas

a. If sufficient classes exist, a teacher in a multi-disipline area must select his regular workload within contractual limitations from the discipline for which he qualifies according to IV, D. However if insufficient classes exist to provide all teachers so qualified with full contractual loads, such teachers may agree to distribute the classes among themselves.

b. Teachers unable to obtain full contractual loads according to (a) above, shall complete their workloads from either the "general courses" of their Area or from other Disciplines of their area for which they meet the qualifications set forth in XII, B, 7. and then from other disciplines for which he meets the qualifications set forth in IV, D, or XII, B. 7.

c. The qualifications for selecting summer and extra-contractual assignments shall b as provided in XIV, D.

3. Occupational Multi-Discipline Areas

a. Each teacher in an Occupational Multi-Discipline Area shall be identified with the discipline for which he qualifies according to IV, D. Additionally, each teacher shall have four lists of classes from which he selects his classes. These four lists shall be:

APPENDIX F (Continued)

C. 3. (continued)

(1) List 1 — the classes within the teacher's discipline that the teacher has previously taught or qualifies to teach according to IV, D.

(2) List 2 — the classes outside the teacher's discipline that he has previously taught or qualifies to teach by IV, D.

(3) List 3 — the classes within his discipline that he qualifies to teach by XII, B, 7.

(4) List 4 — the classes outside his discipline that he qualifies to teach by XII, B, 7.

Teachers without these lists must initiate them by September 30. These lists may be updated each semester/trimester. Questions of qualifications shall be resolved by consultation and agreement between the teachers of the discipline and/or area to which the class is assigned and the immediate supervisor. All disagreements shall be submitted to the District Service Committee for final resolution.

b If sufficient classes exist, a teacher in an Occupational Multi-Discipline Area must select his regular workload within contractual limitations from his list 1. If sufficient classes exist, he shall then select from list 2, 3, and 4; in that order; until a full contractual load is obtained.

c. Selection of extra-contractual and summer classes shall be in the same order as (b) above and shall be in accordance with XIV, D.

4. District-Multi-Discipline Areas

a. Each teacher in a District Multi-Discipline area shall be identified with the discipline for which he qualifies according to IV, D. Additionally, each teacher shall have four lists of classes from which he selects his classes. The lists shall be:

(1) List 1 — The classes within the teacher's discipline

(2) List 2 — The classes outside of the teacher's discipline that he qualifies to teach by IV, D.

(3) List 3 — The classes outside the teacher's discipline but within the teacher's area that he qualifies to teach by XII, B, 7.

C. 4. (Concluded)

(4) List 4 — The classes outside the teacher's discipline and area that he qualifies to teach by XII, B, 7.

Teachers without these lists must initiate them by September 30. These lists may be updated each semester. Questions of qualifications shall be resolved by consultation and agreement between the teachers of the discipline and/or area to which the class is assigned and the immediate supervisor. All disagreements shall be submitted to the district Service Committee for final resolution.

b. If sufficient workload exists, a teacher in a district Multi-Discipline Area must select his regular workload within contractual limitations from his List 1. If insufficient workload exists, he shall then select from List 2, 3, and 4, in that order, until a full contractual load is obtained.

c. Selection of extra-contractual and summer work shall be in the same order as (b) above and shall be in accordance with XIV, D.

APPENDIX G

Part-Time Teachers

The following provisions shall identify and regulate the use of personnel who participate in teaching activities but are not members of the bargaining unit:

1. A part-time teacher is defined as any individual involved in activities that can be assumed by a full-time teacher, a counselor, a librarian, a research assistant, a teacher employed in the programmed learning center, or a teacher-coordinator in student co-op programs but who does not have a probationary or permanent contract as defined in this Agreement. Teachers employed to teach courses in continuing education who are not members of the bargaining unit are also considered to be part-time teachers.

2. Since part-time teachers are employed for specific classes or other duties and are not responsible for teaching the diversity of classes expected of a full-time teacher, the qualifications for part-time teachers shall be:

   a. The minimum educational requirement for teachers of General Education courses shall be a Master's Degree in subject matter directly related to the position being filled, or a Master's Degree in another field and twenty graduate semester hours in the discipline (which may be part of the Master's Degree course work), or thirty graduate semester hours in the teaching discipline as a part of a program leading to a degree higher than a Master's Degree.

   b. The minimum requirement for teachers of Occupational Education courses shall be a Master's Degree in subject matter directly related to the position being filled, or a combination of formal education, specialized training and recent experience which equates to a Master's Degree and consistent with the Michigan State Plan for Vocational/Technical Education.

   c. The Board shall in general hire for part-time teaching only those individuals who satisfy the requirements established above. However, for certain specialized courses, as identified in the service committee established in Article XXXII, the requirements for part-time teaching may differ as agreed upon in the service committee.

3. The Board shall not seek the employment of part-time teachers for the purpose of reducing the number of the professional staff by replacing full-time teachers, except in cases when a full-time teacher has been granted a leave of absence under the provision of Article XVI or XVII of this Agreement. Classes will be assigned consistent with provisions of Article XIV, A, 5 of this Agreement. If the full-time teacher elects not to return from leave upon expiration, the position shall be filled by a full-time teacher consistent with the provisions of Article XXVII.

4. To maintain the continuity of the instructional program, the immediate supervisor shall be responsible for informing part-time teachers of, and making them subject to course content, goals, prerequisite skill levels for sequence courses, instructional materials and outlines which are being used by full-time teachers.

5. Salaries for part-time teaching shall be set high enough to constitute employment competition but not so high as to constitute discrimination against teachers in the bargaining unit.

6. Selection and Retention of Part-Time Teachers.

   a. Recommendations for part-time teachers qualified to teach courses available according to Article XIV, A, 5 or qualified to perform other duties shall be submitted by the appropriate Area part-time teacher coordinator on the form supplied to the appropriate supervisor. The list of approved part-time teachers must be submitted no later than the end of the semester previous to assignment. If the roster does not contain a sufficient number of recommended applicants for the work to be assigned or if there are applicants of higher qualifications than those on the roster, then the immediate supervisor may add these qualified applicants to dovetail the list submitted by the coordinator. Qualified applicants filing during the summer session, too late for consideration and recommendation by the committee, may be selected for assignment by the instructional supervisor. The addition of such applicant's name to the roster of recommended part-time teachers for subsequent semesters shall be contingent upon Area review and rcommendation. The Area part-time teacher coordinator shall be notified of such assignments in writing during the second week of the semester for which the assignment was made.

   b. Performance of assigned duties of part-time teachers shall be evaluated cooperatively by the immediate supervisor and full-time teachers within the Department or Area. An unsatisfactory rating will be required to remove the part-time teacher from the approved faculty or administrative lists.

      (1) The full-time faculty in the Department or Area have the primary responsibility for observing part-time teachers to determine their effectiveness.

      (2) The Area plan shall determine the instruments by which a part-time teacher will be evaluated except that each part-time teacher will be evaluated by student evaluation as one of the evaluative methods.

APPENDIX G (Concluded)
Part-Time Teachers

6. b. (Concluded)

(3) If the full-time faculty evaluating a part-time teacher determine that this teacher should be given an unsatisfactory rating, other full-time faculty in the Department or Area and the instructional administrator will conduct additional observations and meet with the original evaluating faculty member(s) to discuss the matter and to develop a written rationale before the rating is given.

(4) Complaints regarding part-time teacher performance, conduct, or responsibilities shall be investigated by the instructional supervisor and appropriate action taken. Removal of a part-time teacher from the classroom or approved lists by the instructional supervisor shall be documented by the instructional supervisor with a copy of such documentation submitted to the Area.

(5) No part-time teacher may be given assignments that exceed a full-time teacher's extra-contractual limitations as specified in Article XIV, A, 4 and 7 except by agreement of the Service Committee.

APPENDIX H

Area Plan

PREAMBLE

The purpose of the area plan is to inform the administration how the faculty of an area have decided to exercise certain rights or fulfill certain obligations provided by this Agreement. This area plan must be submitted by each area by September 1 of each year. Failure to submit an area plan shall result in one being provided by the Service Committee

All area plans must conform to the following format:

I. Regular workload (Article XII B.)

Description of the method used to determine the order in which full-time faculty members select their regular workload.

II. Extra-contractuals (Article XIV A.)

Description of the method used to determine the order in which full-time faculty members select extra-contractual classes.

III. Summer assignments (Article XIV B.)

Description of the method used to determine the order in which full-time faculty members select summer assignments.

IV. Evaluation and selection of part-time teachers (Appendix G)

Description of the method used to formulate the approved part-time teacher list for the Area and a description of the method used to evaluate part-time teachers, including the name of the part-time teacher coordinator for that Area.

V. Class schedules or work schedules (Article XII A.)

Designation of an Area coordinator who will gather, coordinate and submit Area recommendations on class schedules or work schedules and will represent the Area on questions regarding scheduling of classes or work hours.

VI. Coverage of instructional programs (Article XII B.)

Description of method used to cover classes at times when part-time teachers are not available, including the procedure for re-selection of classes by full-time faculty.

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VII. Evalation plan for probationary teachers (Article XXXI B.)

Description of the plan including instruments to be used and composition of the evaluation committee.

VIII. Textbook representatives (Article VI. C.)

Name of area textbook coordinator

IX. Curriculum (Article VI. B.)

Designate an area representative to coordinate activities pursuant to Article VI. B.

X. Area coordinators are expected to consult with faculty in their Areas before submitting to supervisors the materials related to their designated responsibility. The administration shall not utilize Area coordinators for any purpose other than that for which they have been designated.

Letter of Understanding

A. Counselors on a 44 week schedule

1. Will receive sick leave at the rate of one day per month for 12 months, not to exceed 20 days accumulation.
2. All leave days can be used any time during the 44 weeks.
3. Article XXX, E of the Master Agreement does not apply to any portion of the 44 week schedule.
4. Cannot take paid leave days during times they are not scheduled.
5. Salary is to be computed (base salary x 1.30).
6. During faculty development days the appropriate activity would be the normal counseling activities (according to area plan).
7. Counselor development days - same as past practice.
8. As far as scheduling, each discipline will set up its own level of service and qualifications. Then members of the whole group will select their individual schedules according to area plan.
9. The hourly rate for both 34 and 44 week personnel shall be computed as follows:

   Base salary divided by (169 x 7) = Hourly rate

10. The extra-contractual limitations are as follows:

    10 equated hours = 10/30 x 169 x 7 = 394.3.
    22 equated hours = 22/30 x 169 x 7 = 867.5.
    10 additional weeks = 350 hours, leaving a 517.5 hour limit
    1 equated hour = 1/30 x 169 x 7 = 39.4 service hours

11. Faculty having a regular work assignment extending beyond the 20th pay must be paid on the 26th pay period schedule. If the work assignment is completed prior to the 26th pay the teacher may upon written request be paid the remainder of his salary at the next pay day.

B. For other 35 hour employees

1. 10 equated hours = 394.3 service hours
2. 22 equated hours = 867.5 service hours
3. 8 week rider or 8 weeks at regular rate = 280 hours, leaving a 587.5 hour limit.
4. 1 equated hour = 39.4 service hours

Letters of Agreement
between
Macomb Community College
and
Macomb Community College Faculty Organization

It is agreed that the faculty in each occupational area, as well as the administrators in each area, shall have the opportunity to make recommendations regarding what, if any, technical or professional training, work experience, combination of these two, or combination including these and academic education shall be considered equivalent to a Master's Degree. Such recommendations, one set by each Area, shall be sent through the instructional supervisor to the Employee Relations and shall be considered upon receipt. Disagreements regarding the above will be reviewed by the Service Committee.

Any law, regulation or executive order is passed or issued during the term of this Agreement which mandates or financially encourages an extended or specified period of institutional closing different from present recess periods for the purpose of energy conservation or other such purposes, the parties to this Agreement hereby agree to reconvene negotiations to attempt to negotiate a calendar consistent with that law, regulation or executive order.

Additionally, if any state appropriations legislation would cause substantial loss of revenues based on the length of the semester/trimester(s) contained in the MCCFO Agreement, the parties will also reconvene negotiations to attempt to negotiate a calendar that would avoid the loss.

It is understood and agreed that the same pattern of scheduling used in past summer semesters will be continued. Namely, that only specialized classes (early starts, minis, etc.) will start on the shown starting date and the bulk of summer offerings will start three (3) weeks later.

Letters of Agreement (Concluded)

For the purpose of Article XXII, C, it is understood and agreed that a faculty vacancy shall exist in an area only if sufficient sections to provide a full load existed in the area beyond those taught, as either regular or extra-contractual assignment, by full-time faculty of that area (including those that might be taught by any member of the area on leave) during the previous Spring Semester.

In the event that declining enrollment endangers the continuance of particular programs and/or teacher workloads, Macomb Community College Faculty Organization (MCCFO) and the College agree to consider available alternatives.

Early Retirement Incentive

1. An incentive of $25,000 for faculty under 65 years of age as of the date of retirement; $20,000 for those under 66; $15,000 for those under 67; $10,000 for those under 68; $5,000 for those under 69. The incentive may be taken either in lump sum or over a period of years.
2. The offer must be accepted by July 1, 1985, for retirement at the end of the Summer, 1985, term, or by October 1, 1985, for retirement at the end of the Fall, 1985 term.
3. Eligibility standards:
    a. Must be actively employed during the semester or trimester immediately preceding the retirement date.
    b. Must be eligible for retirement under the State system.
4. The number of recipients shall be determined by the College.
5. Criteria for determining whether the incentive should be granted to a particular applicant:
    a. Degree to which the applicant's discipline is overstaffed or is approaching that status;
    b. Applicant's years of College service.

These provisions may be renewed on an annual basis by mutual consent of the Board and MCCFO.

Declaration 1.

It is pledged that as long as serious harm is not threatened to the program, counselors with forty-four (44) week work schedules will be allowed at least two (2) weeks of vacation between the end of spring semester and the start of fall semester. However, registration periods will not be available for vacations.

Declaration 2.

It is the intent of Article XXVIII, B. to provide access to paid retraining leaves for faculty in overstaffed disciplines. These leaves are given priority over sabbatical leaves. It is agreed, therefore, that a decision to accept a retraining leave must be made not later than two weeks prior to the May meeting of the Board of Trustees. This decision is irrevocable.

MASTER AGREEMENT
BETWEEN
MID MICHIGAN COMMUNITY COLLEGE
FACULTY SENATE, INC., MEA/NEA
AND
BOARD OF TRUSTEES

Mid Michigan Community College
Harrison, Michigan 48625

SCHOOL YEARS
1985-1986, 1986-1987, 1987-1988

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AGREEMENT

Between

Board of Trustees of Mid Michigan Community College

operating under provision of Michigan PA 331 of 1966 as amended

and

Mid Michigan Faculty Senate, MEA/NEA
at Mid Michigan Community College

THIS AGREEMENT entered into this twenty-third day of August, 1985, by and between the Board of Trustees of Mid Michigan Community College, hereinafter called the Board, and the Mid Michigan Faculty Senate, Inc., MEA/NEA, hereinafter called the Faculty Senate.

WITNESSETH:

WHEREAS the Board and the Faculty Senate recognize and declare that providing quality higher education for youth and adults of this College District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the College professional instructional personnel, and

WHEREAS the members of the faculty are particularly qualified to assist in formulating policies and to determine educational programs, and

WHEREAS the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act #379, 1965, to negotiate with the Faculty Senate as the representative of the College full-time professional instructional personnel with respect to salaries and terms and conditions of employment, and

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement,

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Faculty Senate as the sole and exclusive negotiating representative for all College professional instructional personnel under contract on a full-time basis (excluding those persons teaching only secondary school and/or continuing education classes or new instructors employed temporarily solely under the provisions of local, state, and/or federally funded projects or grants), on leave, on a per diem basis, or employed or to be employed by the Board (excluding the President and all other employees of the College), all of whom are collectively designated as the Bargaining Unit. The term "faculty", when used hereinafter in this Agreement, shall refer to all full-time professional instructional employees represented by the Faculty Senate in the bargaining unit as above defined, and references to instructors shall include both male and female instructors. The term "instructor" shall apply to all academic ranks.

ARTICLE II

Faculty Senate and Instructors' Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every full-time professional instructional person shall have the right freely to organize, join, and support the Faculty Senate for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As the duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any instructor in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not be discriminatory toward or against any instructor with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Faculty Senate, his/her participation in any activities of the Faculty Senate or collective professional instructional negotiations with the Board, or by his/her institution of any grievance, complaint or proceeding under this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any instructor rights he/she may have under Michigan laws or other applicable regulations. The rights granted to instructors hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Faculty Senate and its representatives shall have the right to use the College facilities for meetings. No charge shall be made for the Faculty Senate's use of College rooms at all reasonable hours as determined by the Board.

D. Duly authorized representatives of the Faculty Senate shall be permitted to transact official Faculty Senate business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations, nor the usual teaching duties of the faculty.

E. The Faculty Senate shall have the right to use College facilities and equipment, including typewriters, duplicating equipment, calculating machines, computers, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Faculty Senate shall furnish paper, materials and supplies incidental to such use.

F. The Faculty Senate shall have the right to post notices of its activities and matters of Faculty Senate concern on faculty area bulletin boards. The Faculty Senate may use the College mail facilities for communications to instructors, administration and students, including mass distribution. No instructor shall be prevented from wearing insignia pins or other identification of membership in the Faculty Senate either on or off school premises.

G. The Board agrees to furnish to the Faculty Senate in response to requests all available public information concerning staffing and financial resources of the College, including but not limited to: annual financial reports and audits, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports and census.

H. Instructors shall be entitled to full rights of citizenship and no religious or political activities of any instructor or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such instructor. (The Code of Ethics of the Education Profession, Appendix A, shall be the basis upon which appropriateness of the instructor's personal behavior shall be judged.)

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, religion, ethnic origin, age, sex, physical characteristics, or marital status.

J. Membership in the Faculty Senate shall be open to all full-time instructors regardless of race, sex, physical charactertistics, marital status, or ethnic origin.

K. The Faculty Senate representative shall be entitled to appear on the agenda of Board meetings if tentative items for discussion have been submitted in writing to the Secretary at least seven (7) days prior to the scheduled meeting.

L. This Agreement shall supersede all policies, rules or regulations of the Board which shall be contrary to or inconsistent with its terms.

M. An instructor shall have the right to review the contents of all records of the employer pertaining to said instructor originating after his/her initial employment and to have a representative of the Faculty Senate accompany him/her in such review.

N. The Board shall grant the Faculty Senate a total of two (2) paid leave days each year for the use of its representatives to conduct Faculty Senate business or to participate in Faculty Senate activities provided that the administrators affected are notified at least two (2) days in advance.

ARTICLE III

Rights of the Board

A. Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management providing this action is not inconsistent with the terms of this Agreement.

B. The Board shall review and analyze continually the needs of the College so that all programs and expenditures will relate to educational excellence, student needs, community service and quality faculty.

C. The Board of Trustees, in its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of the United States.

D. The exercise of these rights, powers, authorities, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this Agreement, where applicable.

ARTICLE IV

Membership and Fees

A. The Board and administration shall not in any way discriminate against faculty members who join the Faculty Senate. Nor shall the Board or administration hamper the Faculty Senate business or recruitment policies. Under no circumstances will the Board or President or any administrator involved in hiring new faculty discriminate toward or against a candidate because he/she has been, is, or is not affiliated with any professional educational organization.

B. Instructors may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues in the Faculty Senate. Such authorization shall continue in effect until such authorization is revoked in writing by the instructor and copies thereof delivered to the Faculty Senate and the Board.

C. The deduction of membership dues shall be made bi-weekly from regular check payments for nine months, beginning in September and ending in May of each academic year, and the Board agrees promptly to remit all monies so deducted according to directions of the Faculty Senate, Inc., MEA/NEA accompanied by a list of instructors from whom deductions have been made.

ARTICLE V

Instructor Duties and Responsibilities

The Board of Trustees and the Faculty Senate recognize that the principle of professionalism does not lend itself to a fixed number of hours. Education of students is a major responsibility of the institution. Instructors are expected to work within their contracted area of competency so that each student is challenged to achieve and learn. Therefore, the duties and responsibilities of instructors include, but are not limited to, the following:

A. The instructor shall keep well informed, with particular attention to the latest developments in his/her subject area and teaching technology. Each instructor shall teach his/her assigned courses and develop course content and appropriate instructional materials for the course he/she teaches.

B. Classes shall meet at the time and place scheduled. Any changes shall have the approval of the Vice President for Instruction.

C. The instructor has the responsibility to provide to each student in his/her classes, at the beginning of each semester or session, written material that presents, but is not limited to, intended course goals or outline, potential grading standards and practices, and a tentative schedule of assignments and tests. These same materials shall, upon request, be provided to the Vice President for Instruction.

D. It shall be the responsibility of each instructor to prepare an original or revised course syllabus and performance objectives for each course taught during the semester no later than mid-term of said semester.

E. Instructors shall be responsible for reporting class attendance as requested by the College administration to be in compliance for local, state or federal reporting purposes.

F. General faculty meetings shall be scheduled only when pertinent decisions which affect the entire faculty need to be made and only when these decisions (or surveys) cannot be done by memorandum to the faculty. All faculty meetings shall be scheduled between 9:00 a.m. and 5:00 p.m., Monday through Friday, and shall adjourn no later than 6:00 p.m.

G. Instructors shall be involved in the planning of disciplinary and, where appropriate, interdisciplinary programs and courses.

H. Each instructor shall fulfill routine duties and responsibilities such as filing grade reports, book orders, supplies and materials orders, examination and evaluation of books and materials, checking papers and evaluating student progress, preparing for classes, and keeping inventories up to date, as necessary for the smooth operation of his/her discipline and the College.

I. Instructors are encouraged to participate in College-wide social, cultural, and professional activities to support student functions.

J. Instructors are encouraged to participate in graduation exercises. The cost of academic dress for participation shall be borne by the Institution. Faculty are encouraged to participate in dedications and other official College ceremonies.

K. Instructors shall maintain adequate office hours weekly for the academic assistance of students of which a minimum of four hours shall be posted.

L. Photocopies of grade books (or the original grade books) will be turned in to the Vice President for Instruction at the end of each semester or session.

M. The use of College resources, materials, equipment and facilities for the development of any product for the purpose of personal gain may be undertaken only after agreement between the individual and the Board of Trustees.

N. Instructors shall schedule their basic loads, in cooperation with the Vice President for Instruction, over a minimum of four days. (Exception: institutional drops.)

O. Vocational-Technical instructors will be assigned to occupational advisory committees in their teaching area.

P. The full-time instructional faculty may participate in the recruitment, selection, and informal evaluation of part-time instructors in their discipline if requested by the appropriate administrator.

ARTICLE VI

Conditions of Employment

A. Criteria for full-time employment:

1. Transfer Program Personnel:

   Teachers - Master's Degree with specialization in the major portion of the area of his/her assignment from an accredited institution. The Master's Degree must be in the subject matter field of employment of the instructor.

2. The selection of other new faculty members shall be based on a Bachelor's Degree with specialization in the area of their assignment. The Bachelor's Degree must be in the subject matter field of employment of the instructor.

3. The Board of Trustees recognizes the desirability of employing full-time instructors.

B. Basic Load:

1. A full-time teaching load shall be an assignment consisting of between 27-30 equated hours for two semesters. Equated hours shall be calculated on a course basis as follows:

   a. Courses consisting of lecture hours only; i.e. ENG 111 3 credit hours (3-0) shall be equal to one equated hour for each hour of instruction. Example: ENG 111 3 credit hours (3-0) = 3 equated hours.

   b. Courses consisting of lecture-lab hours; i.e. AMS 104 3 credit hours (2-2) shall be equated as .75 (75%) of an equated hour for each hour of instruction. Example: AMS 104 3 credit hours (2-2) = 3 equated hours.

c. Courses consisting of lab hours only, i.e. NUR 102A 5 credit hours (0-15) shall be equated as .75 (75%) of an equated hour for each hour of instruction. Example: NUR 102A 5 credit hours (0-15) = 11.25 equated hours.

2. The administration retains the right to assign faculty up to the maximum of these parameters. In making said assignments, the administration shall be limited to eight (8) different preparations except PED courses.
3. Individual instructors may agree in writing with the Vice President for Instruction to assume additional teaching hours as part of their regular load when they believe it is in the best interest of their program or Mid Michigan Community College to do so. This individual written agreement shall be valid for two (2) semesters.
4. Instructors in the Associate Degree in Nursing Program may have their full-time teaching load spread over the two regular semesters and the summer session.

5. If the minimum annual teaching load is not fulfilled, the instructor affected will be given the opportunity to perform other professional duties as assigned by the administration and/or teaching the appropriate equated hours during the summer session and/or accepting an appropriate reduction in salary.

6. Full-time instructional personnel shall be afforded every opportunity to fulfill the minimum annual teaching load during the fall and spring semesters.

7. Basic Load: ILC Director

   The ILC Director will be assigned a 35-hour-per-week work load. Five (5) hours will be designated for program development and review and do not require scheduling. Release for classroom teaching considered part of the Director's basic load will be at a ratio of two (2) hours release time for each hour of classroom time. Classroom assignments can be considered as a part of the basic load or as supplemental assignments at the discretion of the Director. Release time from scheduled hours for supplemental teaching and non-teaching assignments will be mutually agreed upon by the Director and the Vice President for Instruction.

C. 1. Year: The calendar shall be developed cooperatively by the Faculty Senate and the Board, and will be an Appendix to this Agreement when finalized.

2. Week: The college week shall be developed cooperatively by Board and the Faculty Senate. If an instructor is assigned classes on Saturday, he/she will be granted two consecutive days free of classes and office assignment during the calendar week. Assignment for Saturday classes shall be for no more than one semester period during the academic year without prior written consent of the instructor. Assignment to Sunday classes shall only be made with the consent of the instructor and the above provisions shall apply.

3. Day: The college day shall be developed cooperatively by the Board and the Faculty Senate. The assignment of any instructor shall span no more than 12 hours from the beginning of the first class to the end of the last class in the same day. There shall be at least 12 hours between the end of the last class of the day and the beginning of the first class the next day. Evening class/es from 6:00 p.m. shall be assigned to an instructor no more than two evenings per week without his/her prior consent. Exceptions to the above will be arranged by mutual agreement of the instructor and administration. Class periods will be 55 minutes in duration during the fall and spring semesters. Nursing faculty may be assigned to either the 7:00-3:00 or 3:00-11:00 shift times available at

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the participating hospitals upon advance notice to the faculty members.

4. Scheduling: Faculty representation will be involved in scheduling classes. This includes number of sections, hours to be offered, etc.

D. Class Size:

1. Maximum of 22 students in any English Composition, Speech Fundamentals and Vocational-Technical classes where possible.
2. For the purpose of determining class sizes, individual instructors can meet with their appropriate administrator and seek to adjust class sizes to best meet the objectives of the course.
3. The number of students in any laboratory or instructional area shall not exceed the number of fixed stations, seats, or exceed safety standards as determined by the instructor and/or other agencies so empowered.
4. The administration shall have the exclusive right to determine whether there are sufficient numbers of students in a class for the College to offer that class. There shall be no institutional drops of classes during the fall and spring semesters having an enrollment of 15 or more students.
5. Occasionally, educational technology, nature of the classroom instruction, limited class size, etc., make it possible and feasible to combine several classes into one scheduled time-block/s. The combining of courses shall be done with the

agreement of the instructor involved. When different courses are intentionally combined in the same timeblock/s, the following limitations will apply:

a. The courses shall be similar in nature;

b. No more than three courses shall be combined;

c. No more than 28 students will be enrolled;

d. Instructor credit toward annual load shall equal the highest equated hour granted for one of the courses.

E. Course Preparation:

A course preparation is defined to be an activity which is published in the catalog, i.e., a course number and description; a course developed by the Curriculum Committee but not included in the latest catalog.

F. Student Advising, Pre-Enrollment Activities, Registration:

1. Instructors necessary in number as determined by the administration will be available for those activities held during the official registration period up to a maximum of six (6) hours.

G. Sponsorship of Student Activities:

1. Sponsorship of all student clubs and organizations shall be on a voluntary basis.
2. A full-time instructor may accept, in writing, extracontractual assignments, on a semester-to-semester basis, and will be issued a supplemental contract for these activities. The activities will be distinct from courses identified in the College catalog.

H. Teaching Facilities:

1. The Board shall provide office space and equipment for each instructor.
2. The Board shall provide the following supplies for each instructor: laboratory coats for lab science and allied health instructors, shop coats and safety glasses for vocational-technical education instructors. The College will reimburse vocational-technical instructors for the difference between prescription safety glasses and regular prescription glasses provided adequate documentation is presented.
3. Adequate secretarial assistance shall be provided for instructors.

I. Faculty Parking:

1. The Board shall provide adequate, controlled access, lighted, paved parking facilities, properly maintained, for those full-time instructors so desiring.
2. An access card to the controlled area shall be provided upon payment of an initial fee of $25.00 and subsequent annual renewal fees of $20.00 by September 15 of each year.
3. Costs for replacement cards shall be $5.00.
4. Upon return of an individual's card, a $5.00 refund will be distributed.
5. There shall be no pro-ration for partial year usage.
6. All College personnel using the controlled access area shall be charged the above-stated fees.

7. Cars unlawfully utilizing the area shall be towed away at the owner's expense.

J. Safety:

1. Instructors shall work only in safe and nonhazardous conditions.
2. Smoking will be permitted in faculty offices, student lounges, and other designated areas. The other designated areas are to be determined by the Campus Safety Officer.

K. Vacancies:

1. Notice of any professional position vacancy, administrative or faculty, shall be circulated to the members of the faculty in sufficient time to apply prior to its publication elsewhere.
2. All applicants for such openings shall be notified of the disposition of their applications prior to the publication of the name of the successful applicant.

L. Academic Freedom.:

The instructor shall have the freedom to report the truth as he/she sees it both in the classroom and in reports of research activities. There shall be no restraints which would impair the instructor's ability to present his/her subject matter in this context.

M. Faculty Handbook:

A Faculty Handbook shall be developed jointly by an Administrative-Faculty Senate Committee. Revisions may be effected at any time in the duration of this Agreement. The Handbook and revisions thereto require the approval of the Board and Faculty Senate to become operative.

N. Curriculum Committee:

1. The Curriculum Committee for MMCC will be composed of the Vice President for Instruction, the Dean of Occupational Education, the Director of Nursing, the Vice President for Student Services, the Registrar, four (4) students appointed by the Commission for Student Activities and Services, and one (1) faculty member from each of the following instructional areas:

   a. Communication Skills
   b. Math/Science
   c. Social Sciences
   d. Business/Secretarial
   e. Health
   f. Fine Arts/Humanities
   g. Vocational/Technical
   h. Independent Learning

   The Vice President for Instruction shall serve as Chairperson.

2. The Curriculum Committee will function to discuss any suggested changes in the curricula; meet regularly; and issue a summary of each meeting and conclusions or recommendations to faculty, administration and Board of Trustees (when appropriate) at the next regular meeting.

3. All Curriculum Committee recommended changes in course offerings shall require the approval of the College President.

4. All Curriculum Committee recommended program or degree changes shall require the approval of the Board of Trustees.

O. Civil Rights:

Any activities by any member of the faculty in the public sector shall not affect in any way his/her employment with the Institution even where such activities may involve the citizen's right to criticize the operation of the Institution; however, this does not allow an instructor to willfully violate his contractual duties.

P. Field Trips:

1. A field trip shall be defined as an educational activity which requires students and faculty members to leave the campus. The College shall supply transportation, if available, for all such trips. In a normal situation an instructor shall make his/her request for trip authorization ten (10) days in advance to the appropriate administrator.
2. If the College requests in writing that the faculty member use his/her own transportation and the faculty member agrees, he/she shall be reimbursed at the prevailing administrative rate or 20 cents per mile, whichever is greater.

ARTICLE VII

Faculty Benefits

A. Leaves of Absence:

1. Sick Leave: At the beginning of each school year each instructor shall be credited with a five (5) day sick leave allowance to be used for absences caused by illness or physical disability of the instructor. Then, beginning with the month of November, each instructor will earn one (1) day of sick leave for each month through May he/she is in the employment of the College. The unused portion of such allowance shall accumulate to 100 days. Instructors absent because of illness or physical disability will cause the fact to be reported to the Vice President for Instruction's office in advance of the next assigned obligation.

2. Bereavement:

   a. Death in the immediate family: The instructor may take a maximum of three (3) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father- and mother-in-law, and grandparents.

   b. Absence for bereavement beyond the allowance specified in Section 2.a shall be considered personal leave.

   c. Bereavement leave shall not be deducted from vacation days or holidays.

3. Family Illness: In case of critical illness of a member of the employee's household, a maximum of six (6) days per year will be granted with pay.

4. Personal Leave: The administration has the authority to grant reasonable leave to the faculty for personal business.

5. Legal Leave: The faculty member shall be excused from work for jury service or if he/she is subpoenaed as a witness by anybody empowered by law to compel attendance by subpoena. Such faculty member will receive his/her regular College pay and reimburse the College for any revenue received from such jury duty.

6. Sabbatical Leave: The Board, upon recommendation of the Faculty Senate, will grant sabbatical leaves of absence for full-time faculty members in accordance with the following specific provisions:

   a. Faculty members shall be eligible for sabbatical leave with pay after each seven (7) years of continuous service at the College. The number of sabbatical leaves during the term of this contract shall be limited to two (2) faculty members each year, and seniority in service shall be considered in the granting of such leaves.

   b. The sabbatical leave shall be no longer than a period of two (2) consecutive semesters; it may, at the option of the applying member be one semester in length or the two (2) consecutive semesters may be taken over a period of three (3) consecutive summer sessions.

c. The salary for the sabbatical leave will be half-pay for two (2) semesters, or full pay for one (1) semester or one-third pay for each of the three summers under provisions of 6.b. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have been placed had he taught in the College during the period.

d. See Guidelines for Sabbatical Leave in Appendix H.

e. A position on the staff shall be available to the faculty member upon his/her return from sabbatical leave.

f. A faculty member who receives a sabbatical leave shall return to the College for a period of two (2) years or refund, on a prorated basis, the salary received during the leave period. Promissory notes will be signed prior to departure.

7. Unpaid Leaves of Absence:

a. A leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of advanced study. The Board may extend such leave beyond the two (2) year limit if it so desires.

b. A leave of absence of up to two (2) years may be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to his/her professional responsibilities, provided that said faculty member states his/her intention to return to this College.

c. A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces during the periods of crises or emergencies. Upon return from such leave, in accordance with the requirements of such applicable law for the retention of reemployment rights, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the College during such period.

d. A leave of absence of up to two years shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff. The Board may extend such leave beyond the two-year limit if it so desires.

e. A faculty member who is elected or appointed to a political office which requires his/her absence from duty with the College for an extended period of time shall be granted a political leave of absence without pay. Should he/she be reelected or reappointed to the same political office for an ensuing term, or elected or appointed to a different political office for an ensuing term, his/her leave of absence shall be terminated. A leave of absence for one semester, without pay, shall be granted to any faculty member upon application for the purpose of running for public office.

f. Mutual consent leave may be granted to a faculty member upon his/her request if it is mutually agreeable to the faculty member and the Board. Such leaves may be granted for not less than one semester nor more than two semesters. At the end of the leave period, the faculty member will be able to return to his/her former position or similar position. Such leave may or may not be without pay and fringe benefits.

g. A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.

h. Faculty members on unpaid leave will have priority to return to a position if such a vacancy exists.

i. After twelve (12) months of continuous employment, a disability leave without pay may be requested by the instructor from the Vice President for Instruction. Accumulated sick leave must be used prior to the disability leave. Leave may be granted on the approval of the President and the

Board of Trustees. Disability leave may be up to ninety calendar days in length, with fringe benefits covered.

j. In the event any instructor receives benefits at College expense while on unpaid leave and does not return to the College for duty at the end of such leave, he/she shall reimburse the College for such expenses. The Board may require a signed statement to this effect prior to granting such leave. This requirement may be waived at the Board's option.

8. Temporary full-time instructors may be hired by the Board as replacements for instructors on approved paid or unpaid leaves of absence up to a period of two academic years.

B. Professional Improvement:

1. Time may be made available to each faculty member to attend professional meetings. Those conferences approved by the administration shall be fully reimbursed within the scope of the approved Board of Trustees' budget, and will be granted on a rotating basis.

2. The Board of Trustees will pay $50.00 per semester hour (or actual tuition rate, if lower) on the first payday of the following semester to:

   a. Transfer program personnel for successful completion of course work directly pertaining to their subject matter field of employment after completion of the Master's Degree upon presentation of tuition payment receipt and grade report.

b. Vocational/Technical personnel for successful completion of course work directly pertaining to their subject matter field of employment after completion of the Bachelor's Degree and presentation of tuition payment receipt and grade report.

3. The Board of Trustees shall provide tuition grants at MMCC for full-time instructional personnel's spouse and dependent children provided a 2.0 g.p.a. is maintained, up to a maximum of 62 semester hours or completion of a certificate or degree program.

C. 1. Life Insurance:

a. The Board of Trustees shall provide $50,000 group term life insurance plus $50,000 AD & D for each full-time faculty member. Coverage will be reduced by 35% upon attainment of age 65 and terminate at age 70 or retirement. The individual faculty member may elect, at his/her expense, additional group life term insurance subject to insurability. Benefits shall be payable to the employee's designated beneficiary.

b. Dependent life insurance in the amount of $2,000 for spouse and $2,000 for dependent child will be available, at the expense of the employee, on an optional basis.

2. Group Health Insurance:

   a. The Board shall provide Blue Cross/Blue Shield Health insurance for a twelve (12) month period for each member of the faculty and his/her eligible dependents. The coverage shall include: Comprehensive Hospital with Semi-Private Room and Riders D45NM, F & SA, Michigan Variable Fee I with Riders FC, SD & COB-3, ML, FAE-RC, P.D.P. $2.00; Master Medical Option 2; Over 65 Option 2-1.

   b. The Board shall provide Delta Dental Insurance program for each employee and dependents; coverage shall include the 75%-25% co-payment plan, the 50%-50% bridges and dentures plan.

3. Salary Continuation: The Board shall provide, without cost to the instructor, insurance providing a plan of salary continuation in the event of long-term sickness or disability. Such plan to provide 66-2/3% of each individual's salary shall be guaranteed up to a maximum of $500 per week ($2,000 per month) commencing with the 61st consecutive day of disability and extending to age 65 if disability occurs prior to age 60, between ages 60-64 for 5 years.

D. Retirement:

All full-time instructors shall automatically retire at the end of the contract period following their 70th birthday.

E. Bookstore Discounts:

All faculty and retired faculty members shall be given 20 percent discount on all purchases in the College Bookstore for personal use only.

F. College Events: Tickets are to be supplied to faculty and retired faculty members, upon request, for all College-sponsored student activities such as basketball games, plays, etc., held on campus.

G. Physical Examinations and Innoculations: Examinations and innoculations required by the Board shall be paid for by the Board.

ARTICLE VIII

Grievance Procedure

A. A grievance is a claim or complaint by a faculty member or group of faculty members of the Faculty Senate, hereinafter referred to as a "Grievant", based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation, misrepresentation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees. The above definition shall be applicable only through Section G of this Article.

B. In the event that a faculty member or group of faculty members or the Faculty Senate believes they have a basis for a grievance, he/she or they shall first informally discuss the grievance with the Vice President for Instruction or the appropriate administrator.

C. If, as the result of the informal discussion with the Vice President for Instruction or administrator, a grievance still exists, the Grievant may invoke the formal grievance procedure on the form set forth in Appendix C, signed by the Grievant and the Faculty Senate. Two copies of the grievance shall be filed with the Vice President for Instruction. If a written grievance has not been filed within thirty (30) teaching days after the Grievant knew or should have known of the act or condition on which the grievance is based, then the grievance shall be deemed as waived.

D. If the Faculty Senate is not satisfied with the disposition of the grievance by the Vice President for Instruction, or if no disposition has been made within one week, the grievance may be submitted to the President of the College or a representative designated by him/her.

E. Within one week from the date of filing, the President or his/her designee shall meet with the Faculty Senate at such date, time, and place as is mutually agreeable in an effort to resolve the grievance. The President or his/her designee shall indicate his/her disposition of the grievance within one week of said meeting.

F. If the Faculty Senate is not satisfied with the disposition of the grievance by the President or his/her designee or if no disposition has been made within the period provided for in paragraph (E), the grievance may be submitted to mediation through the State of Michigan Employee Relations Commission. This step shall be completed within three (3) calendar weeks from the date of submittal to the indication of disposition.

G. If the Faculty Senate is not satisfied with the disposition of the grievance in mediation or if no disposition has been made within the time limits in paragraph (F), the grievance shall be transmitted to the Board of Trustees by filing a written copy thereof with the Secretary of the Board. The Board shall, within two calendar weeks of the date of filing, either allow the grievance or hold a hearing on the grievance at such date, time and place as is mutually agreeable. No later than one calendar week thereafter, the Board of Trustees shall indicate its disposition of the grievance in writing to the Faculty Senate.

H. Section I of this Article shall be applicable and utilized only for a grievance which shall be limited by definition to mean an alleged violation, misrepresentation or misapplication of this Master Agreement.

I. If the Faculty Senate is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided for in paragraph (G), the Faculty Senate only, and not an individual faculty member, may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree on an arbitrator, he/she shall be selected pursuant to the rules and procedures of the State of Michigan Employee Relations Commission whose rules shall, likewise govern the arbitration proceeding. The Board and the Faculty Senate shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any Court of competent jurisdiction.

J. The fees and expenses of the arbitrator shall be shared equally by the Board and the Faculty Senate. The expenses and compensation for attendance of any employee, witness or participant in the arbitration shall be paid by the party calling such employee or witness or requesting such participant.

K. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

L. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants and shall be available to the Faculty Senate.

M. It is agreed that the aggrieved party and the Faculty Senate shall be furnished with any information in the possession of the Board of Trustees necessary for the processing of any grievance or complaint.

N. If a grievant has a grievance which he/she wishes to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Faculty Senate and an opportunity for a Faculty Senate representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the faculty members shall be the sole responsibility of the Faculty Senate.

O. A grievance may be withdrawn at any level. However, if, in the judgment of the Faculty Senate, the grievance affects the welfare of the faculty, the grievance may continue to be processed as a grievance by the Faculty Senate.

ARTICLE IX

Professional Behavior

A. The Code of Ethics of the Education Profession is considered by the Faculty Senate and the Board as acceptable criteria of professional behavior. The Faculty Senate shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

B. No instructor shall be disciplined without just cause.

C. A faculty member shall at all times be entitled to have present a representative of the Faculty Senate when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to faculty until such representative of the Faculty Senate is present.

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ARTICLE X

Employment Practices

A. 1. Newly employed instructors with Mid Michigan Community College shall be on a probationary status for each of the first two years an individual may be employed. Probationary status may be extended by mutual agreement of the Faculty Senate and the Vice President for Instruction for a period not to exceed one academic year.

2. Evaluation of these instructors shall be in accordance with Board-adopted evaluation procedures.

3. Individual contracts for returning instructors shall be issued within seven calendar days from the date of ratification of this Agreement for the 1985-86 academic year and seven days prior to the first day of classes for the 1986-87 and 1987-88 academic years.

4. Dismissal of any probationary instructor by the Institution shall not be subject to the binding arbitration section, Article VIII, Section I of this Agreement.

B. Faculty Evaluation:

The Board of Trustees supports an educational environment which has inherently related to it an on-going evaluation of its personnel. This process should be regular and maintain as its overall objective the improvement of performance by all elements functioning in the Institution.

The Board further believes that its administration should be vested with the responsibility to determine criteria and the qualitative expectancy of performance. In ascertaining the criteria and qualitative level of performance, the faculty shall share in a contributing consultive capacity.

The faculty shall be made aware in advance of the contents of any instrument upon which they are to be evaluated. Further, it is desirable that faculty engage in a participatory role in the procedural execution of this policy by attending a meeting and discussing the evaluation with the evaluator.

C. Lay-off: If part or all of a full-time teaching assignment will be eliminated by projected revisions or deletions of programs, or for enrollment declines, the administration will reassign full-time instructors to other areas for which they are qualified, or provide them the opportunity to continue their employment, temporarily and if feasible in the interest of the Institution, if available.

Changes in assignment of full-time faculty within a department, reassignments, reductions, or recall will be made with priority to longest seniority. Seniority shall be determined by earliest date of full-time instructor appointment, and will continue during all Board-approved leaves.

In no instance will part-time faculty be retained or employed in the discipline involved at the expense of eliminating a full-time position.

D. Recall: No new appointments shall be made, nor any new person hired to fill any vacancy or newly created position while there are available Faculty Senate instructors laid off by the College, who are qualified to fill the vacancies or new positions, unless all available and qualified instructors laid off within the previous two years notify the President of the College that they will not accept the available position. The most seniored, laid-off. qualified instructor shall be offered the position first. Recall shall be in order of seniority of the laid off instructors.

E. Full-time Faculty Retraining: When there is no general decline in student population nor a decrease in revenue, but where there is staff reduction because of program modification, course deletion, or decrease in enrollment affecting a particular area or course of study, the faculty affected shall have the right to retrain according to the conditions described below:

1. The faculty member subject to staff reduction shall be promptly notified of such, and he/she shall indicate within thirty (30) days in writing his/her intent to retrain. Such declaration of intent shall be accompanied by a plan of study subject to the approval of the Board upon recommendation by the President.
2. The period of time granted to retrain shall not exceed two semesters.
3. The Board agrees to accept retrained teachers to fill positions for which they have become qualified and such reemployment shall not result in loss of salary or College seniority.

4. Should the position previously held by a retrained teacher become available again, he/she shall have the right to it with no loss of College or area seniority.

5. Faculty members applying for a retraining leave shall receive first priority under the Sabbatical Leave provision.

6. All provisions of the Sabbatical Leave policy will apply.

F. Employment Termination Procedures:

1. Recommendations for termination of employment of an instructor shall be made in writing by the Vice President for Instruction to the College President and the instructor no later than March 1.

2. The following discharge review process will be initiated by the College President within forty-eight hours from date of receiving the recommendation of employment termination:

   a. A complete statement of reasons for recommended discharge shall be in written form and signed by the Vice President for Instruction.

   b. The statement shall be filed with the instructor, the Faculty Senate and the President and Secretary of the Board of Trustees within the forty-eight hour period.

   c. The Board of Trustees, if it decides to proceed with the termination, shall provide the instructor with a hearing within seven calendar days from date statement was filed.

d. The hearing shall be open or closed at the option of the instructor and the Faculty Senate.

e. The hearing shall be concluded within seven calendar days from date of start of hearing.

f. The Board shall notify the instructor and the Faculty Senate of its decision within 48 hours after the conclusion of the hearing.

g. Should the Board decision be for termination of employment, the instructor and the Faculty Senate may appeal the decision to binding arbitration as provided in the Grievance Procedure.

3. Instructor notification of his/her termination of employment shall be tendered to the Board no later than April 15, except that under emergency conditions the notification may be tendered between April 15 and July 31.

ARTICLE XI

Professional Compensation

A. Salary Schedules: All faculty members are to be placed on the proper step on the appropriate salary schedule as defined in Appendix D. The salary schedules for 1985-86, 1986-87 and 1987-88 are listed in Appendix E. The academic calendars for 1985-86, 1986-87 and 1987-88 are listed in Appendix B.

B. Salary Payment:

1. The salary of each instructor shall be paid in 26 bi-weekly paychecks. The first normal bi-weekly paydate for each year of this contract will be September 6, 1985: September 5, 1986 and September 4, 1987. Paychecks will be available after 3:00 p.m. the day before the scheduled bi-weekly payday. When a normal payday occurs on a day when school will not be in session, each paycheck shall be available in the administrative office until 4:00 p.m. of said normal payday and thereafter placed in the regular mail no later than 5:00 p.m. on the same day. If the administrative office is to be closed on said day, notification of paycheck distribution will be made in advance.

2. Deductions may be authorized by the instructor and shall be executed for such items as:

   a. Professional Dues
   b. Government Bonds
   c. Credit Unions
   d. Annuity Programs
   e. Faculty Senate Approved Financial Matters

3. The last paycheck of each academic year may be held until all contractual obligations are completed.

4. The Board reserves the right to limit to ten (10) each the number of different credit unions and/or annuity programs for which it will make deductions.

C. Supplemental Teaching:

1. Priority for teaching summer and overload courses will be given to full-time instructors in their normally taught subject areas.

2. If a full-time faculty member accepts a supplemental teaching assignment, excluding adult, continuing education or community service instructional courses or activities, beyond the basic load, the rate of compensation shall be $350 per equated hour for the 1985-86 academic year, $360 per equated hour for the 1986-87 academic year, and $370 per equated hour for the 1987-88 academic year. Any reduction in the above supplemental teaching rates due to inadequate class enrollments shall be by mutual written agreement by the instructor and Vice President for Instruction.

3. Supplemental salaries shall be paid according to the Method of Payment Option in the Supplemental Teaching/Services Contract, Appendix G.

4. Payment for overload courses will normally begin during the Spring semester after the basic teaching load has been satisfied.

5. The regular semester supplemental teaching load shall not exceed eight equated hours.

ARTICLE XII

Institutional Development

The Faculty Senate is to be apprised of and involved with all long-range institutional planning.

ARTICLE XIII

Agreement Effectuation

A. All future instructor contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. Copies of this Agreement shall be provided by the Board within twenty (20) days of ratification to all instructors. An additional twenty (20) copies will be provided the Faculty Senate within the same time period. Candidates shall be informed that a Master Agreement is in effect.

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIV

Miscellaneous

A. In the writing and amending of its Board Policy Manual, the Board shall notify the Faculty Senate of any changes.

B. If an instructor accepts a position of supervision or coordination of a student teacher or teaching intern, the instructor will receive an amount of money equal to that reimbursed to Mid Michigan Community College from the sending institution per academic semester per student or intern.

C. Mileage reimbursement guidelines for full-time faculty are as follows:

1. Reimbursable mileage is a consequence of excessive travel required of the faculty resulting from an administrative decision, other than office hours, grade grievance hearings (as the instructor involved), contract grievance meetings, general faculty meetings, department meetings, registration activities, committee meetings, mutually scheduled meetings with supervisors, advisory committee meetings, and other meetings and/or events necessary in accomplishing instructor responsibilities.
2. Mileage will be paid for scheduled teaching assignments requiring more than five round trips per week.
3. Mileage reimbursement shall be paid at the prevailing administrative rate as outlined in the Board of Trustees Policy Manual.

4. Mileage shall be paid for administratively approved field trips, seminars, conferences and workshops.

5. Mileage reimbursement will be paid to instructors to attend meetings called by the administration outside the contractual period of the instructor; i.e. regular full-time or supplemental contracts.

D. All faculty will be involved in institutional self-study committees for continued accreditation.

ARTICLE XV

Duration of Agreement

This agreement shall be effective as of August 23, 1985, and shall continue in effect until August 22, 1988. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement may be reopened at any time by mutual agreement of the Board of Trustees and the Faculty Senate.

BOARD OF TRUSTEES:

By: Douglas C. Hall
Chair

William R. [illegible]
Vice-Chair

Richard W. Rocher
Secretary

Charles R. [illegible]
Treasurer

FACULTY SENATE:

By: Raymond E. Alfred
President

Charles W. Bowden
Chair, Negotiating Team

Tim Hughes
Member, Negotiating Team

Date of Signing: September 3, 1985

APPENDIX A

CODE OF ETHICS OF THE EDUCATION PROFESSION

PREAMBLE

The educator believes in the worth and dignity of mankind. He/she recognizes the supreme importance of the pursuit of truth, devotion to excellence, and nurture of democratic citizenship. He/she regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his/her responsibility to practice his/her profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he/she has accepted in choosing a career in education, and engages himself/herself, individually and collectively, with other educators to judge his/her colleagues, and to be judged by them, in accordance with the provisions of this code.

PRINCIPLE I

Commitment to the Student

The educator measures his/her success by the progress of each student toward realization of his/her potential as a worthy and effective citizen. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his/her obligation to the student, the educator:

1. Shall not, without just cause, restrain the student from independent action in his/her pursuit of learning, and shall

not, without just cause, deny the student access to varying points of view.

2. Shall not deliberately suppress or distort subject matter for which he/she bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he/she does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not, on the ground of race, color, creed, or natural origin, exclude any student from participating in or deny him/her benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his/her classes unless no other qualified teacher is reasonably available.

PRINCIPLE II

Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He/she shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his/her obligation to the public, the educator:

1. Shall not misrepresent an institution or organization with which he/she is affiliated, and shall take adequate precautions to distinguish between his/her personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct or indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

PRINCIPLE III

Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens.

He/she, therefore, exerts every effort to raise professional standards, to improve his/her service, to promote a climate in which the exercise of professional judgment is encouraged and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he/she contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his/her obligation to the profession, the educator:

1. Shall not discriminate on grounds of race, color, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment unless disclosure serves professional purposes.
5. Shall not refuse to participate into professional inquiry when requested by an appropriate professional association.
6. Shall provide, upon the request of the aggrieved party, a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

7. Shall not misrepresent his/her professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV

Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He/she believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his/her profession by unqualified persons.

In fulfilling his/her obligation to professional employment practices, the educator:

1. Shall apply for, accept, offer or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agency shall give prompt notice of change in availability or nature of position.

5. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency.
6. Shall not delegate assigned tasks to unqualified personnel.
7. Shall permit no commercial exploitation of his/her professional position.
8. Shall use time granted for the purpose for which it is granted.

APPENDIX B

ACADEMIC CALENDAR
1985-1986

FALL 1985

August 19, 1985	Faculty In-Service
August 20-23, 1985	Registration Activities
August 24, 1985	Saturday Classes Begin
August 26, 1985	Classes Begin
September 2, 1985 (Labor Day)	NO CLASSES
November 15-16, 1985	NO CLASSES
November 28-30, 1985 (Thanksgiving)	NO CLASSES
December 14, 1985	Semester Ends

SPRING 1986

January 6, 1986	Faculty In-Service
January 7-10, 1986	Registration Activities
January 11, 1986	Saturday Classes Begin
January 13, 1986	Classes Begin
March 9-16, 1986	NO CLASSES
March 28, 1986 (Good Friday)	NO CLASSES PM
May 2, 1986	Semester Ends
May 3, 1986	Commencement

SUMMER 1986 (8 weeks)

June 5, 1986	Registration Activities
June 9, 1986	Classes Begin
July 4, 1986	NO CLASSES
August 1, 1986	Summer Session Ends

APPENDIX B

ACADEMIC CALENDAR
1986-1987

FALL 1986

August 18, 1986	Faculty In-Service
August 19-22, 1986	Registration Activities
August 23, 1986	Saturday Classes Begin
August 25, 1986	Classes Begin
September 1, 1986 (Labor Day)	NO CLASSES
November 15, 1986	NO CLASSES
November 27-29, 1986 (Thanksgiving)	NO CLASSES
December 13, 1986	Semester Ends

SPRING 1987

January 12, 1987	Faculty In-Service
January 13-16, 1987	Registration Activities
January 17, 1987	Saturday Classes Begin
January 19, 1987	Classes Begin
March 8-15, 1987	NO CLASSES
April 17, 1987 (Good Friday)	NO CLASSES PM
May 8, 1987	Semester Ends
May 9, 1987	Commencement

SUMMER 1987 (8 weeks)

June 4, 1987	Registration Activities
June 8, 1987	Classes Begin
July 31, 1987	Summer Session Ends

APPENDIX B

ACADEMIC CALENDAR
1987-1988

FALL 1987

August 24, 1987	Faculty In-Service
August 25-28, 1987	Registration Activities
August 29, 1987	Saturday Classes Begin
August 31, 1987	Classes Begin
September 7, 1987 (Labor Day)	NO CLASSES
November 26-28, 1987 (Thanksgiving)	NO CLASSES
December 18, 1987	Semester Ends

SPRING 1988

January 11, 1988	Faculty In-Service
January 12-15, 1988	Registration Activities
January 16, 1988	Saturday Classes Begin
January 18, 1988	Classes Begin
March 5-12, 1988	NO CLASSES
April 1, 1988 (Good Friday)	NO CLASSES PM
May 5, 1988	Semester Ends
May 6, 1988	Commencement

SUMMER 1988 (8 weeks)

June 2, 1988	Registration Activities
June 6, 1988	Classes Begin
July 4, 1988	NO CLASSES
July 29, 1988	Summer Session Ends

APPENDIX C

GRIEVANCE NO. ________________
MID MICHIGAN COMMUNITY COLLEGE
GRIEVANCE REPORT
(Complete in Triplicate)

Distribution of Copies:
Administration ____________
Faculty Senate ____________
Instructor ____________

****

Name of Grievant	Duty Assignment	Date Filed

Nature of Grievance (append pertinent papers and use additional sheets of paper if necessary) ____________________

Clause of Contract Alleged to be Violated ____________________

Settlement Desired ____________________

Signature of Grievant ____________________ Date ____________

****

Disposition of Grievance by appropriate administrator ____________

____________ Date   ____________________ Signature of Administrator

****

Should the Grievant elect to appeal the decision above to a higher level, his request to appeal and the subsequent action will be recorded as endorsement to this form.

APPENDIX C

Disposition of Grievance by President or Designee ____________

Date ____________ Signature of President ____________

****

Disposition of Grievance by Board ____________

Date ____________ Signature of Board Secretary ____________

****

Disposition of Grievance by Arbitrator ____________

Date ____________ Signature of Arbitrator ____________

APPENDIX D

EXPERIENCE CREDIT AWARDS FOR DETERMINING INITIAL PLACEMENT ON FULL-TIME FACULTY SALARY SCHEDULE

The following experience credit awards shall be utilized for determining initial placement of full-time faculty employed after July 1, 1985:

1. Up to five (5) years' credit may be given for full-time teaching done in public schools (K-12), and/or up to eight (8) years' credit for full-time or equivalent full-time college-level teaching.
2. Up to two (2) years' credit may be given for graduate assistant, part-time college teaching, or graduate fellowship teaching experience. One (1) year's credit may be granted for each verifiable twenty-four (24) annually equated contact hours of experience.
3. Up to one (1) year's credit may be given for two (2) years or more of military experience.
4. Up to two (2) years' credit may be given for compensated work experience outside the field of education if such experience is directly related to the position for which the person is employed. One (1) year's credit may be granted for each two (2) years of verifiable work experience.
5. Up to two (2) years' credit may be given for unique qualifications, training, experience, position requirements, or severe

shortages of qualified personnel as determined by the President of the College in consultation with the Faculty Senate.

6. The maximum experience credit granted for initial placement on the appropriate degree schedule shall be eight (8) years.
7. Instructors will advance to a new salary schedule upon the earning of sufficient additional credits and/or degrees from a fully accredited college or university directly pertaining to their subject m,atter field of employment at MMCC, as documented by the instructor.

No provision of this Appendix D is intended to alter the experience credit of any full-time faculty member employed prior to July 1, 1985; nor is any provision to be considered retroactive.

1985-1986 SALARY SCHEDULE
TWO SEMESTERS, FULL-TIME INSTRUCTION

STEP	AA/RN	BA	MA	MA+30	MA+60	PH.D.
22	25,380.43	28,574.33	31,236.06	32,302.06	33,368.06	34,434.06
21	25,380.43	28,574.33	31,236.06	32,302.06	33,368.06	34,434.06
20	25,380.43	28,574.33	31,236.06	32,302.06	33,368.06	34,434.06
19	24,820.77	27,908.07	30,489.86	31,555.86	32,621.86	33,687.86
18	24,261.11	27,241.81	29,743.66	30,809.66	31,875.66	32,941.66
17	23,701.45	26,575.55	28,997.46	30,063.46	31,129.46	32,195.46
16	23,141.79	25,909.29	28,251.26	29,317.26	30,383.26	31,449.26
15	22,582.13	25,243.03	27,505.06	28,571.06	29,637.06	30,703.06
14	22,022.47	24,576.77	26,758.86	27,824.86	28,890.86	29,956.86
13	21,462.81	23,910.51	26,012.66	27,078.66	28,144.66	29,210.66
12	20,903.15	23,244.25	25,266.46	26,332.46	27,398.46	28,464.46
11	20,343.49	22,577.99	24,520.26	25,586.26	26,652.26	27,718.26
10	19,783.83	21,911.73	23,774.06	24,840.06	25,906.06	26,972.06
9	19,224.17	21,245.47	23,027.86	24,093.86	25,159.86	26,225.86
8	18,664.51	20,579.21	22,281.66	23,347.66	24,413.66	25,479.66
7	18,104.85	19,912.95	21,535.46	22,601.46	23,667.46	24,733.46
6	17,545.19	19,246.69	20,789.26	21,855.26	22,921.26	23,987.26
5	16,985.53	18,580.43	20,043.06	21,109.06	22,175.06	23,241.06
4	16,425.87	17,914.17	19,296.86	20,362.86	21,428.86	22,494.86
3	15,866.21	17,247.91	18,550.66	19,616.66	20,682.66	21,748.66
2	15,306.55	16,581.65	17,804.46	18,870.46	19,936.46	21,002.46
1	14,746.89	15,915.39	17,058.26	18,124.26	19,190.26	20,256.26
0	14,187.23	15,249.13	16,312.06	17,378.06	18,444.06	19,510.06

1986-1987 SALARY SCHEDULE
TWO SEMESTERS, FULL-TIME INSTRUCTION

STEP	AA/RN	BA	MA	MA+30	MA+60	PH.D.
22	25,880.43	29,074.33	31,736.06	32,802.06	33,868.06	34,934.06
21	25,880.43	29,074.33	31,736.06	32,802.06	33,868.06	34,934.06
20	25,880.43	29,074.33	31,736.06	32,802.06	33,868.06	34,934.06
19	25,320.77	28,408.07	30,989.86	32,055.86	33,121.86	34,187.86
18	24,761.11	27,741.81	30,243.66	31,309.66	32,375.66	33,441.66
17	24,201.45	27,075.55	29,497.46	30,563.46	31,629.46	32,695.46
16	23,641.79	26,409.29	28,751.26	29,817.26	30,883.26	31,949.26
15	23,082.13	25,743.03	28,005.06	29,071.06	30,137.06	31,203.06
14	22,522.47	25,076.77	27,258.86	28,324.86	29,390.86	30,456.86
13	21,962.81	24,410.51	26,512.66	27,578.66	28,644.66	29,710.66
12	21,403.15	23,744.25	25,766.46	26,832.46	27,898.46	28,964.46
11	20,843.49	23,077.99	25,020.26	26,086.26	27,152.26	28,218.26
10	20,283.83	22,411.73	24,274.06	25,340.06	26,406.06	27,472.06
9	19,724.17	21,745.47	23,527.86	24,593.86	25,659.86	26,725.86
8	19,164.51	21,079.21	22,781.66	23,847.66	24,913.66	25,979.66
7	18,604.85	20,412.95	22,035.46	23,101.46	24,167.46	25,233.46
6	18,045.19	19,746.69	21,289.26	22,355.26	23,421.26	24,487.26
5	17,485.53	19,080.43	20,543.06	21,609.06	22,675.06	23,741.06
4	16,925.87	18,414.17	19,796.86	20,862.86	21,928.86	22,994.86
3	16,366.21	17,747.91	19,050.66	20,116.66	21,182.66	22,248.66
2	15,806.55	17,081.65	18,304.46	19,370.46	20,436.46	21,502.46
1	15,246.89	16,415.39	17,558.26	18,624.26	19,690.26	20,756.26
0	14,687.23	15,749.13	16,812.06	17,878.06	18,944.06	20,010.06

1987-1988 SALARY SCHEDULE
TWO SEMESTERS, FULL-TIME INSTRUCTION

STEP	AA/RN	BA	MA	MA+30	MA+60	PH.D.
22	26,480.43	29,674.33	32,336.06	33,402.06	34,468.06	35,534.06
21	26,480.43	29,674.33	32,336.06	33,402.06	34,468.06	35,534.06
20	26,480.43	29,674.33	32,336.06	33,402.06	34,468.06	35,534.06
19	25,920.77	29,008.07	31,589.86	32,655.86	33,721.86	34,787.86
18	25,361.11	28,341.81	30,843.66	31,909.66	32,975.66	34,041.66
17	24,801.45	27,675.55	30,097.46	31,163.46	32,229.46	33,295.46
16	24,241.79	27,009.29	29,351.26	30,417.26	31,483.26	32,549.26
15	23,682.13	26,343.03	28,605.06	29,671.06	30,737.06	31,803.06
14	23,122.47	25,676.77	27,858.86	28,924.86	29,990.86	31,056.86
13	22,562.81	25,010.51	27,112.66	28,178.66	29,244.66	30,310.66
12	22,003.15	24,344.25	26,366.46	27,432.46	28,498.46	29,564.46
11	21,443.49	23,677.99	25,620.26	26,686.26	27,752.26	28,818.26
10	20,883.83	23,011.73	24,874.06	25,940.06	27,006.06	28,072.06
9	20,324.17	22,345.47	24,127.86	25,193.86	26,259.86	27,325.86
8	19,764.51	21,679.21	23,381.66	24,447.66	25,513.66	26,579.66
7	19,204.85	21,012.95	22,635.46	23,701.46	24,767.46	25,833.46
6	18,645.19	20,346.69	21,889.26	22,955.26	24,021.26	25,087.26
5	18,085.53	19,680.43	21,143.06	22,209.06	23,275.06	24,341.06
4	17,525.87	19,014.17	20,396.86	21,462.86	22,528.86	23,594.86
3	16,966.21	18,347.91	19,650.66	20,716.66	21,782.66	22,848.66
2	16,406.55	17,681.65	18,904.46	19,970.46	21,036.46	22,102.46
1	15,846.89	17,015.39	18,158.26	19,224.26	20,290.26	21,356.26
0	15,287.23	16,349.13	17,412.06	18,478.06	19,544.06	20,610.06

APPENDIX F

Mid Michigan Community College
Harrison, Michigan 48625

IT IS HEREBY AGREED, Between the Mid Michigan Community College, Harrison, Michigan, by the Board of Trustees, hereinafter referred to as the Board and ______________________________, who is legally qualified as an instructor, hereinafter referred to as instructor, that:

The instructor agrees to teach and/or perform other services which might be necessary to ensure the instructor with an equivalent full-time teaching load. The assignment of these services to be performed will be arranged by the Faculty Senate and the instructor concerned who will work with the Dean of Instruction. If the end result is not satisfactory to the instructor, (who perhaps wants only teaching duties), he has the option to accept his teaching duties which will be equated as a percent of a full-time load and receive this same percent as his salary for that semester. Mid Michigan Community College and the Board agree to employ the services of the instructor to teach and/or perform these other services for Mid Michigan Community College.

The term of such employment shall commence with the school year beginning ____________________, 19____, and shall continue until ____________________, 19____, as provided in the rules and regulations of the Board and the Master Agreement agreed to by the Board and the Mid Michigan Faculty Senate.

The Board agrees to pay the instructor for such services to be faithfully performed, the sum of $__________ for the school year 19____, 19____, amounting to two (2) semesters. The sum indicated is based on the salary schedule, years step______, and degree step______.

The instructor will be responsible for teaching and/or services as listed below under conditions of paragraph (3) above:

____

____

____

IN WITNESS WHEREOF, the parties have executed this contract (in duplicate) the __________ day of ____________________ A.D., 19___.

Instructor	Mid Michigan Community College Board
Name	Board Chairman
Address	Board Secretary
City	

APPENDIX G

Account No.________________________

Mid Michigan Community College
Harrison, Michigan 48625

☐ Overload Contract (Blue)
Semester ____________ 19__

SUPPLEMENTAL TEACHING/SERVICES CONTRACT

☐ Summer Contract 19__ (Canary)

☐ Other Services (Buff)

IT IS HEREBY AGREED, Between the Mid Michigan Community College, Harrison, Michigan, by the Board of Trustees, hereinafter referred to as the Board and ________________________________, who is legally qualified as an instructor, hereinafter referred to as instructor that:

The instructor agrees to teach on a supplemental basis and/or perform other services as listed below, in the Mid Michigan Community College.

The term of the employment shall be from ________________, 19___, to ______________________________, 19___.

COURSE INFO: The course to be taught is entitled_______________ Sect. #______.
The number of equated hours is___________________.
Place of class meeting___________________________.
Time of class meeting____________________________.

DESCRIPTION OF OTHER SERVICES:____
____
____.

The Board agrees to pay the instructor for the above activity, to be faithfully performed, the sum of $___________. It is understood and agreed that deductions may be made from such salary as provided by appropriate laws.

The instructor will be responsible for teaching and/or services as listed above under conditions of the rules and regulations of the Board and the Master Agreement agreed to by the Board and the Mid Michigan Faculty Senate, Inc. MEA/NEA.

IN WITNESS WHEREOF, the parties have executed this contract this _____________ day of __________________, A.D., 19____.

Instructor	Mid Michigan Community College
(Name)	(President)

METHOD OF PAYMENT:
☐ Seven equal payments over Semester.
☐ One payment at conclusion of Course or Service.
☐ Equal payments over length of Course or Service.
☐ Added to remaining base pay and paid in equal payments.

APPENDIX H

Guidelines for Sabbatical Leave

1. All faculty proposals for Sabbatical Leave must be submitted to the Faculty Senate Sabbatical Leave Committee Chairperson by October 1 of the calendar year preceding the beginning date of the requested leave. The proposal must explain completely how the individual has planned to use the Sabbatical for self-enrichment in the respective teaching area so that the instructor's ability to serve the students and the philosophy of the College will be enhanced upon the instructor's return. The Committee will study the proposal and the candidate will be asked to appear at a Committee meeting to assist in final clarification of the proposal. The Committee will notify selected candidates and forward its recommendations to the Board of Trustees by December 1 of the calendar year preceding the beginning date(s) of the recommended proposal(s).

2. The following criteria will be considered by the Committee in evaluating each request and rationale for Sabbatical Leave:
   - A. Graduate Degree Work
     1. Ph.D.
     2. Specialist
     3. Second Master's Degree
   - B. Specific Non-Degree Program
     1. Taking additional graduate hours in the instructor's teaching area as a full-time student (not to be used to meet conditions of employment)

2. Taking additional hours in the instructor's teaching area as a full-time student

C. Individual proposal for research or writing for the purpose of the improvement of the instructor's teaching responsibilities, work experience or institutional betterment.

D. Seniority, based on beginning date of contractual duties as a full-time instructor, provided the instructor has offered a proposal each year of eligibility.

3. The Faculty Sabbatical Committee, President, Vice President for Instruction and Board of Trustees shall agree that an individual Sabbatical Leave proposal meets the criteria as determined by the stated guidelines, and shall notify the candidate six months prior to the beginning of the Sabbatical Leave. Should disagreement occur, the Sabbatical Selection Committee, in consultation with the administration, will reconsider the recommendations and present their decision to the Board of Trustees.

4. A Sabbatical Leave shall not be granted until the proposed recipient has completed fourteen normal semesters of contracted teaching as a full-time instructor.

5. If so requested by the Board of Trustees, the Sabbatical candidate shall present the proposal personally or in writing to the Board of Trustees, following endorsement by the Sabbatical Selection Committee.

6. Financial remuneration for Sabbatical Leave shall be made in accord with regular College pay periods, limited to an amount determined by ascertaining one-half the annual teaching contract

of the Sabbatical recipient at the time of the application.

7. The Board of Trustees may further financially support the Sabbatical Leave beyond the stipulated salary if, in its judgment, the proposal warrants such support.

8. All Master Contract provisions shall remain in effect during Sabbatical Leaves excepting those provisions referring to tuition payments and leaves for sickness or other reasons for leave of absence.

9. Evidence of satisfactory completion of the Sabbatical Program shall be presented to the Board of Trustees by the Sabbatical Selection Committee in consultation with the President and the Vice President for Instruction.

10. The recipient of Sabbatical Leave will sign, at the beginning of such leave, a personal promissory note for the full amount of such leave pay at seven percent (7%) interest compounded annually from the date of signature, said note to be:

    A. Canceled, together with accrued interest, upon the recipient's satisfactory completion of the proposal and the stipulated period of two years of full-time faculty service immediately following expiration of such leave, or

    B. Due and payable upon demand, with accrued interest to date of final payment, should the recipient fail to fulfill all stipulations of the Sabbatical agreement. Partial fulfillment of the stipulated conditions shall result in a pro-rate reduction of the total obligation.

11. Those recipients who are pursuing a Sabbatical Leave beyond a

given school year shall not be cause for delay in further Sabbatical appointments.

12. Sabbatical Leave may be granted to the same person seven academic years following completion of the previous Sabbatical Leave.

13. Every effort will be made to avoid continuous summer session Sabbatical Leaves in order to assure availability of full-time faculty members for summer session instruction.

14. Careful consideration of the financial status of the College will be given by the Faculty Sabbatical Selection Committee and all parties involved in the determination before final decisions are made.

15. All guidelines for Sabbatical Leave shall become an addendum to the Mid Michigan Community College Master Contract.

AMENDMENT TO MASTER AGREEMENT BETWEEN
MID MICHIGAN COMMUNITY COLLEGE FACULTY SENATE, INC. MEA/NEA
and
BOARD OF TRUSTEES
FOR THE SCHOOL YEARS 1985-86, 1986-87, 1987-88

It is agreed by the Mid Michigan Community College Faculty Senate, Inc., MEA/NEA and the Mid Michigan Community College Board of Trustees to amend the provision of the Master Agreement - Article VI, Section B, paragraph 1b for full-time faculty teaching the courses identified below.

Course	Credits	Lecture	Lab
SEC 120	3	3	3
SEC 130	3	3	3
SEC 132	3	3	3
SEC 136	3	3	3
SEC 141	3	3	3
SEC 142	3	3	3
SEC 200	3	3	3
SEC 234	3	3	3
SEC 250	3	3	3
SEC 251	3	3	3
ACC 211	4	4	2
ACC 231	3	3	3
ACC 251	3	3	3
ACC 252	3	3	3
ACC 261	3	3	3
ACC 271	3	3	3
CIS 100	3	3	3
CIS 105	3	3	3
CIS 110	3	3	3
CIS 111	3	3	3
CIS 120	3	3	3
CIS 130	3	3	3
CIS 140	3	3	3
CIS 220	3	3	3
CIS 230	3	3	3
CIS 240	3	3	3
CIS 250	3	3	3
CIS 260	3	3	3

The amending of this portion of the contract is necessitated because of a curriculum change adding a required lab component (see definition below) to the classes identified, which will be taught by technicians and not full-time instructors. Full-time instructors teaching the lecture portion of the above classes will have their loads determined by using only the credit hours identified for the class in computing the equated load for two semesters. The following semester example depicts how loads will be computed:

Course	Credits	Lecture	Lab	Total Contacts
SEC 130	3	3	3	6
SEC 136	3	3	3	6
SEC 141	3	3	3	6
SEC 142	3	3	3	6
SEC 250	3	3	3	6
Totals	15	15	15	30

In this example, the instructor has earned 15 hours toward his/her equated two-semester load because that number is the total of semester credit hours taught.

(Managed Lab Component - definition:
Student assignments, materials and/or equipment, and instructional technology are designed and selected by the instructor. Reports by students or technicians or other forms of feedback on student performance are provided to the instructor, but the instructor need not be physically present during the time each student individually performs the assignment.)

If this amendment leads to any changes in the computation of full-time teaching loads, the MMCC Faculty Senate withdraws its agreement to amend the portion of the Master Agreement identified above.

APPROVED:

MID MICHIGAN COMMUNITY COLLEGE
BOARD OF TRUSTEES:

Date

Chairperson

Vice-Chairperson

Secretary

Treasurer

MID MICHIGAN COMMUNITY COLLEGE
FACULTY SENATE, INC., MEA/NEA:

Date

President

Chair, Negotiating Team

MI

5.03

N.C.S.C.B.H.E.P.
CONTRACT FILE

Agt. NEA
Pub. ✓
Priv. ____
2-Yr. ✓
4-Yr. ____
2/4
Exp. 8/31/89

1986-1989

MASTER AGREEMENT

between the

COMMUNITY COLLEGE DISTRICT OF MONROE COUNTY, MICHIGAN

and the

MONROE COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION

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MASTER AGREEMENT

ARTICLE I - RECOGNITION

A. 1. The Board of Trustees of the Community College District of Monroe County, Michigan (hereafter referred to as the District), hereby recognizes the Monroe County Community College Faculty Association (hereafter referred to as MCCCFA) as the exclusive bargaining representative, as defined in Section 11 of Act 379, P. A. of 1965, for all full-time, non-administrative faculty under regular contracts, but excluding supervisory and executive personnel, office, clerical, maintenance and operating employees, food service employees, student workers, administrative interns, and laboratory technicians.

2. All members of the bargaining unit shall hereinafter be referred to as "Faculty" unless otherwise specifically noted. The term "Faculty" when used hereinafter in this agreement shall refer to all full-time, non-administrative instructional faculty, counselors and librarians represented by the MCCCFA in the bargaining unit as above defined.

3. No supervisory duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiation and agreement with the MCCCFA. By supervisory duties it is meant those activities where one professional employee covered in the bargaining unit evaluates, directs or determines the activities of other professional members represented by the bargaining unit.

B. The District agrees not to negotiate a contract with any faculty organization or individual other than the MCCCFA for the duration of this agreement.

C. The MCCCFA agrees to represent all full-time, non-administrative faculty under regular contract.

D. This agreement shall supersede any individual contracts, existing rules, regulations of the District or the Administration which shall be contrary to, or inconsistent with, its terms.

E. Nothing contained herein shall be construed to deny or restrict to any faculty member rights he/she may have under the Michigan General School Laws or provisions of the Michigan State and United States Constitutional Laws.

F. All individual faculty member contracts shall be made expressly subject to the terms of this agreement. Unless specifically stated in this agreement, no provision of this agreement may be waived or altered by the employer or the employee.

ARTICLE II - BOARD OF TRUSTEES RIGHTS AND RESPONSIBILITIES

A. The Board of Trustees of the District, in its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all rights, power, authorities, duties, and responsibilities conferred upon and vested in it by the statutes and the Constitution of the State of Michigan and the statutes and the Constitution of the United States of America. These rights and responsibilities shall include but not be limited to the following as deemed necessary and advisable by the Board.

   1. To the executive management and administrative control of the District and its properties, facilities, and its employees;

   2. To hire, pay, retain, promote, demote, and dismiss its employees;

   3. To establish individual courses and programs of instruction including special programs; to keep the college buildings, equipment and instructional equipment in good repair and to furnish materials, equipment and non-teaching services to conduct the College properly; to provide for the development and utilization of facilities; to provide for athletic, recreational and social events for students;

   4. To decide upon the means and methods of instruction;

   5. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of faculty and other employees, and other contractual services, and the terms and conditions of employment.

B. The exercise of these rights, powers, authorities, duties, and responsibilities by the District and the adoption of such rules, regulations, and policies as it may deem necessary shall be consistent with such statutory and constitutional provisions and shall be consistent with the terms of this agreement, where applicable.

ARTICLE III - MCCCFA - BOARD OF TRUSTEES RELATIONSHIP

A. The District shall make available to the MCCCFA, upon its official written request, official statistics and financial information related to Monroe County Community College and in possession of the District, as are necessary for negotiation of collective bargaining agreements.

B. Payroll Deduction of Dues and Assessments

   1. Within thirty (30) days of the beginning of their employment hereunder, faculty may sign and deliver to the District an assignment authorizing deduction of membership dues or assessments of the Association upon such conditions as the Association shall establish.

   2. Not more than once a month MCCCFA will send to the District Business Office the names of the MCCCFA members and the amounts of dues and assessments to be deducted from payroll checks. At the request of

B. 2. (continued) MCCCFA the District Business Office will furnish a yearly schedule listing one date each month on which deductions will be made. MCCCFA is to send its billing at least one week prior to the date listed on the schedule for payroll check distribution.

3. The District Business Office will make a payroll deduction for dues and assessments of a MCCCFA member only when the District Business Office has in its possession an individually signed authorization and a billing from MCCCFA. Such sums deducted as dues from the regular salaries of all member faculty shall be sent to the MCCCFA Treasurer.

C. Copies of the Agenda

The President of the MCCCFA shall be furnished with two copies of the agenda of each public meeting of the District with all recommended motions and public information attachments at the same time regular distribution is made.

D. Copies of the minutes

The President of the MCCCFA shall be furnished with two copies of the official minutes of each public meeting of the District at the same time regular distribution is made.

E. 1. Items requested by the President of MCCCFA shall appear on the Board agenda provided written request of the nature of such items is submitted to the College President's Office by noon 10 days preceding a regularly scheduled meeting. However, matters subject to this agreement shall not be considered as agenda items.

2. MCCCFA-Administrative arrangements described in E-1 shall not preclude appearances by faculty acting on their own behalf on issues other than those matters subject to this agreement before the District in a prescribed manner.

(a) The faculty member shall submit a written statement to the President of the College detailing the nature of the item(s) to be presented at least ten (10) calendar days prior to the regular meeting date. The faculty member may also submit a copy to the President of the MCCCFA if he/she so chooses.

(b) The faculty member shall be notified of the time and place to appear at least five (5) calendar days prior to the meeting.

3. Written communications, discussions of personal petitions and grievances by faculty with individual Board members shall be discouraged and shall be considered unethical.

F. MCCCFA members shall have the privilege of transacting MCCCFA business on College property provided that such activities do not in any way obstruct the normal operations of the College.

G. Use of College Rooms for MCCCFA Meetings and Special Programs

1. Arrangements are made in advance with the Administration.
2. Meetings are scheduled within the regular College hours.
3. The cost of any special maintenance and/or service charges shall be borne by MCCCFA.

H. During the 1986-87 contract year, the hours of 3:30 p.m. to 5:00 p.m. on the first Tuesday of each month are to be reserved for regular meetings of MCCCFA. In the event it is desirable to hold classes during this time, it will be through mutual agreement of both parties to this contract. The President of MCCCFA may call special meetings at other times.

Beginning with the Fall 1987 semester, the hours of 12:30-1:30 p.m. on Tuesdays shall be reserved for meetings. No classes shall be scheduled during that time. The first Tuesday of the month shall be reserved for MCCCFA meetings. The MCCCFA President may call special meetings at other times.

Faculty workloads involving external contract demands in nursing and respiratory, business and industrial contracts shall be exempt from the provisions of this section. MCCCFA shall notify the MCCC President five working days in advance if MCCCFA is scheduling a meeting for the first Tuesday of the month. If a MCCCFA meeting is not scheduled, other institutional meetings may be scheduled on the first Tuesday of the month.

I. Members of the bargaining unit who by mutual agreement between the MCCCFA and the District participate in conferences and meetings with the District, which involve or derive from this collective bargaining agreement, shall suffer thereby no loss of pay.

J. The MCCCFA may use College bulletin boards, faculty mailboxes and non-toll telephone calls, but excluding toll telephone calls and the P.A. system, for MCCCFA business, provided all such materials are clearly identified and the MCCCFA assumes all responsibility for such materials.

K. Upon the request of MCCCFA the District Business Office agrees to furnish the treasurer of the MCCCFA with the names and the division(s) of newly hired faculty fifteen (15) calendar days after the beginning of their professional duties.

ARTICLE IV - FACULTY RIGHTS

A. 1. When the faculty member speaks or writes as a citizen, he/she shall be free from administrative and institutional censorship and discipline. However, the responsibility for clarifying the communicator's position rests on the faculty member and a statement to the effect that he/she speaks as an individual, a citizen, and not in behalf of the institution should be included in this communication.

2. Instructors shall be free to present instructional materials which they consider pertinent to the subject and level taught and consistent with their course objectives, and shall present controversial issues in an objective manner. They shall also be entitled to freedom of discusson within the classroom on all matters which are considered relevant to the subject matter under study. The administratively authorized use of any mechanical monitor or communications device during the meeting of class shall be with the prior approval of the faculty member concerned.

3. The faculty member shall be free to request any books, magazines, newspapers, or any other materials to be purchased for placement in the Learning Resources Center subject to Learning Resources Materials Selection Policy adopted by the Board of Trustees, March 13, 1967. Such material shall be available for faculty use in accordance with established Materials Loan Policy.

B. 1. Each faculty member shall have the right upon request to see the contents of his/her own personnel file, the only exclusion being confidential employment credentials.

2. The faculty member shall be free to add to his/her own file any materials from a professional source he/she feels should be included in his/her personnel file.

3. No materials shall be added to the file unless the faculty member has been notified of such insertion. He/she will be given an opportunity to examine these materials and will have an opportunity to reply in writing for insertion in his/her personnel file, if he/she so chooses.

4. No materials shall be included in the faculty member's personnel file originating from a non-professional source.

5. A faculty member shall have the right to remove materials determined to be scandalous or libelous by (1) mutual agreement between the District and the Association, or (2) the Courts.

6. Disciplinary interviews, reprimands, or evaluation reviews of any kind should be held in private.

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ARTICLE V - FACULTY RESPONSIBILITIES

A. The instructor shall keep well informed with particular attention to the latest developments in his/her subject area and teaching technology. Each faculty member shall teach his/her assigned courses and develop course content and appropriate instructional materials for the courses he/she teaches. Each instructor is expected to maintain current class notes for the course(s) he/she teaches and to prepare yearly an up-to-date outline reflecting changes, if any, for his/her division's and Dean of Instruction's offices. They shall cooperate in the planning of departmental and, where appropriate, in interdepartmental programs and courses. They shall attend regularly scheduled college meetings providing these do not conflict with class assignments. Special meetings may be called on 24-hour notice. If two or more meetings are scheduled, priority should be resolved with the appropriate supervisor.

B. Assignment of Student Personnel Services responsibilities will be done on the basis of the competencies and interests of the professional staff involved. They shall keep well informed in current and new developments in Student Personnel Services. Duties of the division which will be performed, on assignment, will include:

1. Student advising;
2. Student counseling;
3. Advising in student activities;
4. Advising in student financial aids and placement service; and
5. Maintain related student personnel services consistent with professional and college criteria.

C. Assignment of Learning Resources Center responsibilities will be done on the basis of the competencies and interests of the professional staff involved. They shall keep well informed in current and of new developments in the Learning Resources Area. Duties of the division which will be performed, on assignment, will include:

1. The selection, acquisition, organization and maintenance of materials and equipment as determined by college curricula and policies;
2. Providing reference services to the College community and members of the College district;
3. Orientation of students and faculty to the Learning Resources Center;
4. Bibliographic searching;
5. Maintaining an atmosphere conducive to study and research;

C. 6. Supervision of clerical and student personnel assigned to the Learning Resources Center; and

7. Maintaining related Learning Resources Center services consistent with professional and college criteria.

D. Faculty members are expected to participate in College-wide social, cultural and professional activities to support student functions.

E. Each faculty member will serve as adviser to not more than forty (40) students. The assignment will be made on an equitable distribution of students in terms of numbers and programs.

If an arena advising system is used, the maximum 40 assigned students shall not apply. Faculty will schedule hours as required to advise students at the designated area subject to the approval of their division chairperson. Scheduled time spent in the advising area shall be considered to replace an equal number of scheduled office hours.

F. Each faculty member shall be an active member of standing committee(s) and serve as a member of ad hoc committee(s). Membership on more than one of each committee will be by mutual agreement between the faculty member and the administration. In the event that a committee involving faculty member participation is called during a period of time designated as vacation, the faculty member shall be invited to attend. Failure to attend during these periods of time will not be construed as a violation of the Master Agreement.

G. Each faculty member is encouraged to share his/her interest and ability with the community by serving on a speaker's bureau or serving as a resource person.

H. It is expected that the faculty member will hold membership in at least one professional organization in his/her area of specialization.

I. Faculty shall participate in graduation exercises. The cost of academic dress for participation in commencement exercises shall be borne by the institution. Faculty will be encouraged to participate in dedications and official College ceremonies.

J. Each faculty member shall fulfill routine duties and responsibilities, such as filing grade reports, book orders, equipment orders, etc., necessary for smooth operation of his/her division and the College.

K. A minimum of five (5) weekly office hours are to be approved by the immediate supervisor and shall be posted and maintained by the faculty member. Faculty will be in their offices during their posted office hours. Any deviation in office hours must have prior approval of the immediate supervisor.

L. 1. Illnesses or accidents which require that a faculty member miss his/her contractual duties shall be reported promptly to the immediate supervisor's office. If the faculty member is unable to contact the immediate supervisor's office, the faculty member shall report the absence to the appropriate dean's office. If the faculty member cannot contact the appropriate dean's office, he/she shall leave word with the College switchboard operator, with instructions to notify the immediate supervisor as soon as possible.

2. In cases other than illness, accidents, or personal business days, a request to be absent from contractual duties shall be made to the immediate supervisor who will make a determination.

M. In keeping with professional ethics, faculty members wishing to resign will submit their intent of resignation to the President of the College in writing at least sixty (60) calendar days prior to the end of the contract or April 1, whichever is sooner. An official resignation must be submitted in writing to the President of the College at least thirty (30) calendar days prior to the end of the contract or May 1, whichever is sooner.

N. Resignations may be accepted at times other than described in Section M when it is mutually agreed that the action is in the best interest of the individual and the College.

O. The following sections of this article apply to a faculty member on full-time load during summer school: A, B and C if applicable, D, E, F, G, J, K, L, M, and N. If the faculty member is on less than a full-time load, salary and responsibilities will be pro-rated accordingly.

ARTICLE VI - PROFESSIONAL QUALIFICATIONS

A. All faculty appointments will be made by the President of Monroe County Community College or his/her designee, within the framework of the budget and guidelines as established by the Board of Trustees.

B. The primary requirement for appointment as a member of the teaching faculty is evidence of potential success as a community college teacher. (The primary requirement for appointment as a member of the Student Personnel Services or Learning Resources Center faculty is evidence of potential success as a community college professional in each respective area.) While certainly not exclusive of an interest and proficiency in research, the dedication to teaching in the community college is paramount.

ARTICLE VI - PROFESSIONAL QUALIFICATIONS (continued)

C. This evidence in either of the three areas in "B" above will include but not be limited to the following criteria:

1. The candidate should possess a Master's degree in the subject matter field from a regionally accredited institution as defined by the Education Directory, Colleges and Universities - latest published edition.

OR IF NOT, THEN

2. The candidate with a Master's degree, but not in the subject matter field, should be able to present evidence of a graduate major, with graduate level work in the subject matter field totaling a minimum of twenty (20) semester hours of credit from a regionally accredited institution as defined by the Education Directory, Colleges and Universities - latest published edition.

Under both "1" and "2" above, of prime importance in the selection among candidates should be the extent and degree to which undergraduate work provides a solid foundation and adequate complement to the graduate work in the field of specialization. It is the total of graduate and undergraduate work that must be appraised.

3. The candidate should be able to present evidence of work in professional education with some course work, preferably pointed toward teaching at the community college level, for teaching faculty. (Appropriate professional education and experience applicable for candidates for Student Personnel Services and the Learning Resources Center will be applicable.)

4. Every attempt shall be made to fill each vacancy with the best qualified person available.

5. A major consideration will be the manner in which the particular combination of course work applies most specifically to the immediate needs of the College and/or to the projected needs of the College.

6. If the candidate is to be employed whose qualifications make strict applicability of the above provisions inappropriate, then professional licenses or certificates, practical experience and training, or other qualifications may be recognized in lieu of the formal degree.

D. All positions in the bargaining unit shall be filled without discrimination as to sex, race, color, religion, country of origin or ancestry, marital status or membership or participation in, or association with, the activities of any professional or teacher organization.

E. First notice shall be given to existing staff to fill any and all vacancies.

ARTICLE VI - PROFESSIONAL QUALIFICATIONS (continued)

F. Notice of all administrative vacancies and newly created administrative positions shall be sent to the President of MCCCFA and all faculty at least thirty (30) calendar days prior to filling said vacancy. In the event a vacancy occurs which must be filled in less than thirty (30) calendar days, the period of required notice may be waived. A faculty member who applies for a vacancy but is denied appointment to fill said vacancy shall be given a written denial of appointment explaining why appointment was denied. A denial is not grievable.

ARTICLE VII - PROBATION AND CONTINUING CONTRACT STATUS

A. Probation Status

1. All faculty will serve a probationary period of three (3) years. During this period the faculty member will receive an annual contract as negotiated. The probationary period will commence when the faculty member first rendered service to the District on a regular full-time appointment.

2. The performance of all faculty shall be evaluated in writing. During the probationary period, faculty members shall have their classrooms, laboratories, or other places where they perform their contractual obligations as may be applicable, visited by appropriate members of the administrative staff and shall review the evaluation with him/her. The appropriate administrator for the purpose of evaluation is the immediate supervisor, dean in charge of the area, or the President of the College. Faculty assigned courses in their division, but teaching a course(s) which is specifically designed as a part of a program in another division, may have their performance evaluated by the administrator responsible for that program upon notification by the faculty member's immediate supervisor. The frequency and procedure to be followed in making the evaluation will be determined by the appropriate administrative officer which shall include at least one evaluation each semester with a copy of the report sent to the faculty member and a conference scheduled to discuss the evaluation.

3. Faculty on probationary status who are not considered for annual contract renewal or are not considered for continuing contract will be notified in writing by the President of the College or his/her designee with the reason(s) for the action no later than ninety (90) days prior to the expiration of his/her contract. The faculty member may request a review of the decision with the President of the College. Failure to give such notice shall result in the faculty member receiving a second or third year probationary contract or continuing contract status, whichever is applicable.

A. 4. If the procedures under Section A have been followed, termination of services, failure to re-employ any probationary teacher, or not placing a probationary teacher on a continuing contract are not subject to the grievance procedure.

B. Continuing Contract Status

1. The performance of all faculty on continuing contract may be evaluated in writing. They may have their classrooms, laboratories, or other places where they perform their contractual obligations as may be applicable, visited by appropriate members of the administrative staff and shall review the evaluation with him/her. The appropriate administrator for the purpose of evaluation is the immediate supervisor, dean in charge of the area, or the President of the College. Faculty assigned courses in their division, but teaching a course(s) which is specifically designed as a part of a program in another division, may have their performance evaluated by the administrator responsible for that program upon notification by the faculty member's immediate supervisor.

2. A faculty member will maintain and enjoy the privilege of continuing contract unless there is reason for termination of his/her continuing contract status for good and adequate cause. Good and adequate cause shall include:

   (a) Incompetency

   (b) Conviction of a felony

   (c) Conviction of contributing to the delinquency of minors

   (d) Gross immorality

   (e) Knowledgeable falsification of information on original employment application

   (f) Refusal to perform contractual responsibilities.

3. The faculty member attaining continuing contract status shall receive a written continuing contract which will guarantee that the services of the faculty member will be terminated only for good and adequate cause. Services will be terminated in the case of retirement for age or under extraordinary circumstances which are defined as acts of God, wars, insurrections or other situations which limit and restrict the full operation of the College or the full operation of the division of assigned work of the faculty member.

C. Procedure for Terminating the Contract of a Faculty Member who has Received Permanent Status

1. Notice of Intent to Recommend Termination:
A notice of the intention to recommend termination of the contract must be furnished to the faculty member from the President at least one semester prior to time of dismissal. A written statement of the reasons for termination must accompany this notice and must include an identification of key witnesses and a short summary of their anticipated testimony, if applicable.

2. Pre-Termination Hearing Request:
Within 20 calendar days after receipt of this notice, the faculty member may request a pre-termination hearing with the President of the College. Such request must be presented to the President or his/her designee in writing.

3. Pre-Termination Hearing:
The pre-termination hearing must be held within ten (10) calendar days after the President or his/her designee has received the request for the hearing. The faculty member may be represented by counsel and may call such witnesses as may be deemed necessary and/or may submit rebuttal affidavits. Additionally, the faculty member shall have an opportunity to present mitigating circumstances for consideration. At his/her option, the hearing may be:

   (a) A closed hearing
   (b) A hearing with a maximum of three representatives of the faculty in attendance
   (c) An open hearing

   The President or his/her designee shall act as the presiding administrator at the pre-termination hearing.

4. Pre-Termination Hearing Decision:
The President or his/her administrative designee must furnish the faculty member with a written decision of the result of the hearing within three (3) calendar days. If the President determines to proceed with the recommendation to terminate, he/she shall supply the following material to the Board of Trustees: (1) A copy of the initial notice of intent to recommend termination, (2) copies of any responsive materials filed by the faculty member, and (3) a copy of the pre-termination hearing decision.

5. Board of Trustees Pre-Termination Hearing:
If the faculty member does not accept the President's pre-termination hearing decision, he/she may request a pre-termination hearing with the Board of Trustees. This request must be made in writing to both the chairperson of the Board of Trustees and the President of the College within five (5) calendar days of the receipt of the pre-termination hearing decision. The Board of Trustees' pre-termination

C. 5. (continued) hearing will be scheduled and conducted according to the provisions of step 3 of this procedure, except that the Board Chairperson or his/her designee shall act as the presiding trustee at the Board of Trustees' pre-termination hearing.

6. Board of Trustees' Decision:
The Chairperson of the Board of Trustees or his/her designee must furnish the faculty member a written decision of the results of the hearing within seven (7) calendar days. If a decision is to terminate the faculty member's contract, it shall be denominated: "Official Notice of Contract Termination".

7. Appeal Procedure:
If the faculty member does not accept the Board's decision, he/she may request an appeal hearing. This request must be made in writing and transmitted to the Chairperson of the Board of Trustees, the President of the College, and the President of the MCCCFA within five (5) calendar days of the receipt of the official notification of contract termination. The appeal hearing must be held within fifteen (15) calendar days of receipt of the faculty member's request. The appeal hearing shall be conducted before a five-member panel consisting of two members of the administration, two members of the faculty and a fifth person selected by these four. In the event that the fifth member cannot be agreed upon, the panel shall request that the State Labor Mediation Board shall select the fifth member. The President of the College shall select the two members to be appointed to this special panel. The faculty member shall select two members of the faculty of his/her own choosing to this panel. This hearing would be closed except for counsel and such witnesses as may be deemed necessary. The fifth member of the panel shall be responsible for delivering the written decision to the faculty member within five (5) calendar days of the conclusion of the hearing. Any expense incurred in connection with the special hearing would be borne equally by the faculty member and the College. The decision shall be final and binding.

D. Procedure for Suspension of Faculty on Probationary or Continuing Contract

The District reserves the right to suspend immediately, with pay, when any faculty member is charged with serious misconduct. The hearing as outlined in Step C-3 shall take place at the next scheduled meeting of the Board or within fourteen (14) calendar days provided that at least seventy-two (72) hours notice can be given to the Board members. The Chairperson of the Board of Trustees must furnish the faculty member a written decision of the results of the hearing within seven (7) calendar days. This decision shall be final and binding for faculty members on probationary contract. For faculty members on continuing contract procedures as contained in C-7 of this article will be followed.

E. If procedures outlined in Sections B, C and D have been followed, then the decision and the termination of services under Sections B, C and D of a faculty member are not subject to the grievance procedure.

ARTICLE VIII - STAFF REDUCTION

A. Whenever it is necessary to decrease the size of the faculty due to but not limited to insufficient funds or substantial decrease of student population, the District, upon recommendation of the President, may cause the necessary number of faculty members to be placed on involuntary leave of absence, without pay.

1. The criteria for retention shall be College seniority in accordance with the subject matter qualifications as described in Article VI, C. 1. and C. 2.

2. If a faculty member who is to be placed on an involuntary leave of absence without pay is adequately qualified to perform scheduled duties in another instructional area, the Student Personnel Services Division, or the Learning Resources Division, that faculty member shall be reassigned to the following duties in the following order:

   (a) duties performed by part-time faculty;
   (b) extra-contractual duties;
   (c) teaching duties performed by administrators;
   (d) duties performed by temporary full-time faculty;
   (e) duties performed by probationary faculty members;
   (f) duties performed by continuing contract faculty members with less seniority.

3. If a question arises regarding whether or not a faculty member is "adequately qualified" to perform scheduled duties in another instructional area, Student Personnel Services Division, or Learning Resources Division, then the Dean into whose area the faculty member desires to be transferred will issue a determination based on the provisions of Article VI, C. 1. and C. 2. of this Agreement.

4. When circumstances shall be appropriate, each faculty member placed on involuntary leave of absence as aforementioned shall be offered re-employment. The criteria for re-employment shall be the same as in Article VIII, A. 1. and A. 2. above, except that qualifications acquired after being placed on involuntary leave of absence may not be used to bump a continuing contract faculty member not previously placed on involuntary leave.

5. Such re-employment shall not result in loss of status or credit for previous years of service at Monroe County Community College.

B. No new appointments shall be made while there are available faculty members on involuntary leave of absence and who are adequately qualified to fill the vacancies unless such faculty members shall fail to advise, in writing, the President or his/her designee of their acceptance of employment within twenty-one (21) calendar days from date of notification by the President, or his/her designee, of positions available.

C. Faculty members, and administrators on continuing contract status, shall be credited with all service within the College as administrators as well as with any teaching performed within the College for determining the order of their seniority within the College.

D. Faculty members on involuntary leaves of absence in excess of three (3) years shall be excluded from the provision outlined in Section B, Article VIII, Staff Reduction.

ARTICLE IX - GRIEVANCE PROCEDURE

A. General Provisions

1. Any faculty member, group of faculty members, MCCCFA or administrator believing that there has been a violation of any provision of this agreement may initiate a grievance.

2. The policy for presenting grievances shall be consistent with Section 11 of Public Act 336, 1947, as amended.

3. The "aggrieved person" is the person or persons initiating the grievance. The term "days" shall mean calendar days.

4. All discussions shall be kept confidential among the aggrieved party, the MCCCFA representative, and the administration in the absence of the consent of the aggrieved. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings and conferences are during College hours all employees whose presence is required shall be excused for that purpose, with no reduction in pay.

5. The failure of an administrator at any step to communicate his/her decision on the grievance to the aggrieved party within the prescribed time limits set forth in this grievance procedure shall require that the relief requested be granted.

6. The failure of the faculty member of the MCCCFA to appeal a decision to the next highest step within the time limits prescribed in the grievance procedure shall constitute a withdrawal and shall bar further action on that faculty member's grievance.

7. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. The time limits however may be extended by mutual consent.

8. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of participants.

A. 9. The aggrieved person shall at all steps of the procedure have the right to counsel.

B. A faculty member who believes he/she has reason to be aggrieved is strongly encouraged to talk informally with his/her immediate supervisor or appropriate administrator to the end that the matter can be resolved without using the grievance procedure. No written records of such conversations need be maintained.

C. Procedure for Processing a Grievance

1. Step I: The form titled "Grievance Form" (See Appendix A) shall be completed and filed with the immediate supervisor or appropriate administrator.

   The form must be submitted within twenty (20) calendar days of the date of the alleged violation:

   (a) by the faculty member in person on his/her own behalf;
   (b) by the faculty member accompanied by MCCCFA representative;
   (c) through the MCCCFA representative if the faculty member so requests;
   (d) by the MCCCFA representative in the name of MCCCFA (Association Grievance).

   The administrator must issue a written determination within ten (10) calendar days of the date the grievance form is filed with him/her.

   A grievance filed by the Association on behalf of the faculty members in more than one division shall be filed at Step II of the grievance procedure. If the grievance is initiated at Step II, it must be filed within twenty (20) calendar days of the alleged violation. The Dean shall issue a determination within ten (10) calendar days of the date the grievance form is filed with him/her.

2. Step II: Appeal of determination of the original grievance of the immediate supervisor at Step 1 may be made by presenting a written appeal to the appropriate Dean within seven (7) calendar days of receipt of the determination. The Dean shall issue his/her written determination within ten (10) calendar days of receipt of the appeal.

3. Step III: Appeal from the determination of the original grievance of the Dean at Step II may be made by presenting a written appeal to the President of the College within seven (7) calendar days of receipt of the determination. The President shall issue his/her written determination within ten (10) calendar days of the receipt of the appeal.

4. Step IV: If the faculty member of the MCCCFA is dissatisfied with the decision of the President, the faculty member or MCCCFA may refer the matter to arbitration by delivering written notice of this desire to

ARTICLE IX - GRIEVANCE PROCEDURE (continued)

C. 4. (continued) the College President within ten (10) calendar days of receipt of his/her decision. MCCCFA shall make application for arbitration within thirty (30) calendar days of its notification to the College President. Failure to make written application within the stated calendar days shall constitute withdrawal and shall bar further action on the grievance.

5. Step V: The arbitrator shall be mutually selected from a list submitted by the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties provided that the arbitrator shall confine his/her opinion to the sole question of whether or not there has been a violation of this agreement. He/she shall give no opinion with respect to any matter left by this agreement or by law to the discretion of the District.

(a) The result of the arbitrator's decision shall be implemented within fifteen (15) calendar days of receipt of the decision. Extension of this time limit may be mutually agreed upon.

(b) The District and the aggrieved party will each pay one-half of the cost of arbitration.

ARTICLE X - SELECTION OF PROFESSIONAL STAFF

A. It shall be the policy of the District to encourage faculty participation in the selection of professional staff represented by the bargaining unit.

B. When a faculty position represented by the bargaining unit is open, members of the respective division, who are on campus and are available, shall have the opportunity to review applications, interview candidates and recommend appointees for the vacancy.

ARTICLE XI - LEAVES OF ABSENCE

A. Professional Leaves

1. General Provisions

(a) Professional leaves shall be limited to:

(1) Advanced study leaves

(2) Sabbatical leaves

(3) Leaves for exchange teaching and/or assignment

(4) Leaves for foreign country or military school teaching and/or assignment

A. 1. (a) (5) Leaves for participation in National Defense Graduate Fellowship Programs and National Science Foundation Programs, and other similar college-level programs

(6) Leaves for employment in industries or businesses related to teaching area

(b) Application for professional leave shall be filed with the appropriate Dean not later than March 1 or October 1 preceding the semester for which the leave is requested to begin. Approval or denial of the request shall be rendered in writing no later than sixty (60) calendar days after the deadline for such a request. Applications for professional leave may be accepted at other times when it is mutually agreed that the action is in the best interest of the individual and the College.

(c) A faculty member on professional leave shall receive any regularly scheduled salary increase granted, and shall also be subject to any general salary adjustment which may be effected.

(d) Contractual benefits or rights accumulated by a faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the faculty member upon his/her return.

(e) At least sixty (60) calendar days before the expiration date of the leave the faculty member in writing must notify the appropriate Dean of his/her intention to return as agreed, or request an extension of the leave.

(f) A faculty member returning from a professional leave shall have the right to return to the position from which he/she left. In the event of the elimination of the position in the interim, seniority at Monroe County Community College will be the determining factor in filling staff assignments for which the faculty member is qualified.

(g) All professional leaves with the exception of sabbatical leaves and exchange teaching leaves shall be without pay from the College.

(h) Replacements or substitutes for faculty on leave may be employed on a term appointment basis and will be temporary employees.

2. Specific Provisions

(a) Advanced Study Leaves

A faculty member may be granted a leave of absence without pay for advanced study.

A. 2. (b) Sabbatical Leaves

(1) Sabbatical leaves shall be interpreted as leave from duty granted to a continuing contract faculty member for the purpose of improving his/her instruction.

(2) All sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the College as determined by the District through the enhancement of personal competence by study, research, writing, travel, or cognate pursuits or any combination thereof.

(3) In determining their recommendations on requests for sabbatical leave, the appropriate divisional chairperson, Dean and the President shall consider the following items:

a. The extent of the applicant's professional study and growth, and contribution and successful service to the institution during preceding service.

b. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.

c. The length of uninterrupted service at Monroe County Community College.

d. Reasonable and equitable distribution of applicants among the divisions of the College.

(4) Sabbatical leaves may be granted to faculty members after seven (7) consecutive years of full-time employment at M.C.C.C. subject to availability of funds and approved by the Board of Trustees. The leave may be granted for one (1) year at one-half (1/2) of the contractual salary or for one (1) semester at full contractual salary or for two spring terms at full contractual salary. The sabbaticals for spring terms may be joint or separate proposals and need not be consecutive. The person accepting a sabbatical leave must have a well-defined plan of study which is to be presented in writing to the President and the Board of Trustees. The faculty member who is granted a sabbatical leave will be required to return to his/her duties at the College for at least one (1) year and to submit in writing a report regarding the use of his/her sabbatical leave to the President and Board of Trustees. If the faculty member does not return to the service of the College, full restitution of any compensation paid to him/her during the sabbatical leave must be made to the College.

A. 2. (c) Leaves for Exchange Teaching and/or Assignment

(1) After having attained continuing contract at Monroe County Community College, a faculty member may be granted a one-year leave with pay for a reciprocal exchange teaching and/or assignment.

(2) Any request for such leave shall be judged by the District upon its merits; namely, what benefits can be derived from such an assignment.

(3) The plans, as formulated by the Office of the United States Commissioner of Education, in which each exchange faculty member remains under the control of the home district in matters of pay, tenure, and other related considerations, shall be in full effect, providing such plans do not conflict with provisions of this agreement. In such cases, the provisions of this agreement shall apply.

(d) Leaves for Foreign Country or Military School Teaching and/or Assignment

After having attained continuing contract at Monroe County Community College, faculty members may be granted leave for foreign country or military school teaching and/or assignment.

(e) Leaves for Participation in National Defense Graduate Fellowship Program and National Science Foundation Grants

National Defense Graduate Fellowship Leaves and National Science Foundation Leaves or similar leaves may be granted.

B. Personal Leaves

1. General Provisions

(a) Personal Leaves shall be limited to:

(1) Extended health leaves due to physical and mental causes

(2) Leaves to care for ill members of the immediate family

(3) Child Care

(4) Military leaves and Peace Corps leaves

(5) Leaves for public service

(6) Leaves for jury duty

(7) Sick leave

B. 1. (a) (8) Bereavement

(9) Personal business

(10) Spring Term Leave

(11) Other leaves will be considered on the basis of the merits of each individual request by the appropriate administrator.

(b) A faculty member returning from personal leave shall have the right to return to the position which he/she left. In the event of the elimination of the position during the interim, seniority at Monroe County Community College shall be the determining factor in filling staff assignments for which the faculty member is qualified.

2. Specific Provisions

(a) Extended Health Leaves Due to Physical or Mental Causes

(1) Extended health leave due to physical or mental causes shall be granted to faculty members upon request by the faculty member and recommendation by the President. Such request shall be in writing and shall be accompanied by a written diagnosis by the attending physician. Days used for this purpose shall be charged at the faculty member's option to his/her sick leave bank. Such extended health leave may be considered for renewal annually.

(2) Request for an extension of such leave or notice of intention to return must be made in writing at least sixty (60) calendar days prior to the termination date of the leave. Failure to follow the above procedure or failure to return after termination date of the leave will constitute termination of employment. Notice of intention to return must be accompanied by a doctor's statement attesting the faculty member's fitness. The District may at its expense require a concurring opinion from its physician before agreeing to the faculty member's return. In the absence of concurrence, additional medical evidence may be required at the District's expense from a mutually agreeable source.

(b) Extended Leave for Care of the Ill

(1) A leave without pay not to exceed one (1) year may be granted to a faculty member to care for ill members of his/her immediate family upon written request by the faculty member and recommendation of the President. Immediate family is defined as mother, father, foster parents, husband, wife, son, daughter, brother, or sister. Other conditions will be considered on the merits of each individual case.

B. 2. (b) (2) At least sixty (60) calendar days before the expiration date of the leave, the faculty member must submit in writing to the appropriate Dean either his/her intention to return, as agreed, or a request for an extension of the leave.

(c) Child Care

(1) Upon written request to the President of the College, a faculty member may be granted a leave of absence without pay not to exceed one year for the care of dependent child/children.

(2) If the leave request is for a period longer than ninety (90) calendar days, the faculty member must submit in writing to the appropriate Dean either his/her intention to return or a request for an extension of the leave at least thirty (30) days prior to the expiration date of the leave.

(d) Military Leaves

(1) Any faculty member at Monroe County Community College who may be conscripted into the Defense Forces of the United States for military service shall be granted a military leave and shall retain job rights and seniority in accordance with the provisions of applicable federal and state laws. A faculty member who intends to enlist may be granted a military leave upon written request to the President and upon the recommendation of the President.

(2) Written request to return from leave must be made at least sixty (60) calendar days prior to the beginning of the semester in which the faculty member requests to return.

(3) A faculty member shall not take temporary military leave during the academic year unless he/she cannot take the leave at any other time. In such cases, a letter from the faculty member's commanding officer, attesting to the facts that (1) he/she is ordered to temporary military duty and (2) he/she could not serve at any time other than the time period so ordered, must be on file in the office of the appropriate Dean before the faculty member is granted the leave.

(4) The reservist will be paid the difference between his/her military pay and his/her college salary (if his/her military pay is less than his/her daily college rate and he/she is ordered to active duty during the college contract period) and it is impossible for him/her to fulfill his/her reserve obligation at times other than during his/her contractual obligations.

B. 2. (e) Leaves for Public Service

Upon recommendation of the President, a faculty member may be granted leave for public service, subject to sufficient notice to make adequate provision for replacement. Such leave may include but is not limited to:

(1) Service as a public official

(2) Service in the Peace Corps

(f) Jury Duty and Subpoenaed Witness

A faculty member who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing shall receive a leave of absence and shall be paid at his/her regular salary rate. All jury duty fees and witness fees shall be turned over to the College.

(g) Sick Leave

Sick leave will be accumulated at the rate of 1 1/2 days per month of service to a maximum of ninety (90) days. Fifteen (15) days will be allowed as a loaned benefit which must be repaid to the College out of future earned sick leave accumulation; or, should service terminate after this bank credit is used and before it is repaid, it will be considered a debt to the College and deducted from salary. A faculty member upon request to the Business Office shall be informed of the number of his/her accumulated sick leave days.

(h) Bereavement

A faculty member shall be entitled to a maximum of five (5) days of absence without loss of salary in the event of death of any member of either spouse's immediate family. Members of the immediate family are defined as mother, father, foster parents, husband, wife, son, daughter, brother, sister, grandparents, grandchildren or a relative living in the immediate household. Leave taken for this purpose shall be charged to the member's sick leave bank.

(i) Personal Business

The number of days allowed annually for reasons of personal business shall be limited to two (2). These days shall be deducted from accumulated sick leave. These days shall be granted at the request of the faculty when he/she notifies the appropriate supervisor twenty-four (24) hours in advance, but these days shall not be taken the work day immediately prior to and/or immediately following a scheduled holiday and/or vacation period. The faculty member need not state the nature of his/her personal business.

B. 2. (j) Association Days

The District shall allow MCCCFA representatives time off with pay to attend state and/or national association workshops, conferences, conventions, and other activities provided that the total of time so taken shall not exceed five (5) days per calendar year. Such days shall be allowed to MCCCFA. These days shall be granted at the request of the MCCCFA President when he/she notifies the appropriate supervisor a minimum of twenty-four (24) hours in advance and the appropriate supervisor approves the arrangements made to cover the contractual duties.

Association days shall not be used for lobbying or attendance at sympathy strikes or protest in other districts. An accurate record of days used for Association days shall be kept. The MCCCFA President shall notify the Dean of Business Affairs when these days are being used. A day charged to this provision shall be in one-half (1/2) or full day increments.

(k) Spring Term Leave

Upon written notice to the President of the College, a faculty member may be granted leave for the spring term. Such leave shall be without pay but with full fringe benefits and seniority.

ARTICLE XII - COMPENSATION - PLACEMENT, ADVANCEMENT AND METHODS

A. 1. The salaries of faculty covered by this agreement are set forth in Appendix B of this agreement.

2. The only limitations concerning salary shall be those provided by the terms of this agreement in respect to salary schedule and experience and qualifications.

B. Placement

1. Advance standing not to exceed three years shall be granted for past experience in determining initial placement on the salary schedule. Additional experience may be granted by the District to a maximum of five years.

2. The doctorate may be a D.A., and Ed.D. or Ph.D., from a regionally accredited institution. Professional degrees such as J.D., D.V.M., M.D., and D.D.S. from regionally accredited institutions shall be paid at the M.A. + 60.

B. 3. All degrees must be earned degrees from regionally accredited institutions in order to be considered for placement or advancement on the salary schedule.

4. Faculty with a Bachelor's degree shall be paid at the Master's degree scale.

5. A faculty member with a Master's degree in nursing shall be placed at the M.A. + 30 scale.

6. Faculty members under regular forty- (40) week contract hired after the date of ratification of this contract shall not be subject to the provisions in Appendix E. Faculty members employed prior to the date of ratification of this contract shall continue to be subject to the provisions of Appendix E. Faculty members subject to the provisions of Appendix E are listed in Appendix E.

C. Advancement

Upon presentation of documentary evidence signifying completion of advanced work and/or degree from a regionally accredited institution, a faculty member's salary will be adjusted at the beginning of the next succeeding pay period. This evidence should be submitted at the earliest possible date as salary adjustment will not be retroactive.

D. Methods of Compensation

1. It is the intention of the District to have a pay day every two weeks, but not to exceed twenty-six (26) pay periods in one year. State and federal regulations may change the date of certain holidays and other events; therefore, the District may make a change in the date of pay days to conform to governmental laws and regulations.

2. Faculty on 40-Week Contract

Unless the optional method of payment is chosen, a faculty member on a 40-week contract will be paid twenty-one (21) pays on the pay days listed, beginning with the first pay day falling within his/her contractual period. All authorized payroll deductions applicable to the remaining two (2) months will be taken in advance. The last paycheck will be held until all contractual obligations are completed. These obligations include the returning of keys that have been issued, Learning Resources Center materials, clearing obligations to the Bookstore, and obtaining division clearance as outlined on the check-out form.

D. 3. Optional Method of Payment

A faculty member on a 40-week contract may choose twenty-six (26) bi-weekly pays over a twelve- (12) month period. The first payment will be made on the first pay day that falls within the contractual period. A faculty member selecting this option may request in writing, from the Business Office, at least two (2) weeks prior to the twenty-first (21st) payment, the remaining five (5) payments in a lump sum with the twenty-first (21st) payment. The faculty member initially selecting the twenty-six (26) payment option must notify the Business Office in writing at least one week prior to the first payment. Those already on this option shall be continued to be paid on the same schedule unless they request otherwise. The twenty-first (21st) paycheck will be held until all contractual obligations are completed.

4. Faculty on 52-Week Contract

(a) A faculty member on a 52-week contract will be paid on the pay days that fall within his/her contractual period.

(b) The last paycheck will be held until all contractual obligations are completed.

(c) Faculty on fifty-two (52) week contracts are eligible for paid holidays and for the number of vacation days designated in Appendix C. Vacation time will be taken at the convenience of the employee and the institution but must be taken within one year following the end of the fiscal year during which it was earned.

ARTICLE XIII - FACULTY WORKLOAD

A. Class Size

1. Lecture-discussion classes will normally range in size from 25 to 35 students. Instructors teaching all lecture-discussion sections as a part of his/her regular load will generally not have more than a total of 150 students in these sections, unless there is mutual agreement between the instructor and the District to increase this number.

2. Lecture-recitation and/or lecture-laboratory classes combined for a large lecture and then separated for recitation and/or laboratory periods are not subject to the thirty-five (35) student maximum for the combined lecture sections. Ratio of lab sections to lecture sections will not exceed three-to-one unless there is mutual agreement to increase this ratio.

3. Classes such as band, collegiate singers and health-physical education activity classes are not subject to the maximum load provisions.

A. 4. Classroom facilities shall be considered when determining class size. The number of students assigned to a laboratory section, for example, will not exceed the number of stations in the laboratory, unless arrangements are made to ensure that a greater number would not impair safety or learning effectiveness.

5. Occasionally, educational technology or the nature of the classroom instruction makes it possible to combine classes. The dictation center, for example, makes it possible to teach beginning, intermediate, and advanced shorthand at the same time in the same room. Similarly, because instruction is so strongly individualized, first semester and second semester oil painting can be taught together. In such cases the contact hours actually in the classroom are counted toward the faculty member's full-time load.

6. Learning Laboratories

The learning laboratory provides instruction for students to be conducted using auto-tutorial, open lab, mechanical and electronic devices and self-instructional materials. Instructor time is required primarily for planning; developing programs; selecting hardware and software and interacting with and evaluating students.

(a) Faculty assigned to the learning laboratory shall be scheduled for thirty-five (35) hours per week including office hours, but excluding lunch or dinner periods.

(b) Faculty assigned to learning laboratory for a portion of their load shall be given credit for one (1) contact hour to meet the loading provision in Section B. for every one and one-half (1 1/2) contact hours scheduled in the learning laboratory.

B. Faculty Load

1. Instructors teaching classes which have a credit-hour, class-hour ratio of one (1) will normally be scheduled for fourteen (14) to sixteen (16) class contact hours with a maximum of sixteen (16) class contact hours per week.

2. Lecture-laboratory combinations or pure laboratory or activity courses will normally be scheduled for fifteen (15) to eighteen (18) class contact hours with a maximum of eighteen (18) class contact hours per week. (First year faculty members in the health science area involved with team teaching shall attend the presentations of their team teaching partner, exclusive of the eighteen (18) hour maximum.)

3. Faculty assigned to the Welding Learning Laboratory shall be scheduled up to 26 hours plus 5 office hours per week exclusive of lunch and dinner.

4. Faculty assigned in the automotive service mechanics program may be assigned up to twenty (20) class contact hours per week.

A. 5. Health science faculty whose assignment is solely in a health clinical area may be assigned up to twenty-four (24) contact hours per week.

6. Student Personnel Services faculty and Learning Resources Center faculty shall be scheduled for thirty-five (35) hours per week, exclusive of lunch periods.

7. New occupational programs of limited enrollment or specialty programs such as but not limited to Hospitality Service, Refrigeration Air Conditioning, etc., shall not be subject to the provisions of Article XIII B. for two years after program implementation. Future regulations on load shall be subject to negotiations.

8. Faculty teaching Culinary Skills will be scheduled 30 hours per week including office hours. The primary responsibilities will be to lecture and demonstrate, and provide the necessary supervision while students are in the kitchen and/or restaurant.

9. Respiratory Therapy program faculty shall have each clinic class counted as seven (7) contact hours when determining total load. The total load to be no more than eighteen (18) contact hours.

C. Contract Length

1. The contract year for forty- (40) week instructional faculty shall run for forty (40) consecutive weeks starting with the beginning of the fall semester.

2. The contract year for forty- (40) week Student Personnel Services and Learning Resources Center faculty shall run for forty (40) consecutive weeks. Assignment may be made up to three (3) weeks prior to or three (3) weeks following the start of the fall semester. Advance notice of the assigned starting date shall be given prior to the start of the winter semester in the preceding year. The faculty member may request compensatory time to be taken during the year as an alternative to forty (40) consecutive weeks. Denial of such request is not grievable.

3. Exceptions may be made for special programs, such as, but not limited to, CETA, which require a starting date outside the normal academic calendar.

4. Individuals employed as new employees to implement special programs funded under provisions of federal and external grants are not subject to the provisions of the contract for a period of twelve (12) months. At the end of the twelve- (12) month period of employment under this provision the employee shall be considered a second year employee of the institution for all purposes and conditions of the Master Agreement if employment is offered. The time periods in this section may be extended upon mutual agreement between MCCCFA and the District.

D. Summer School Assignments

1. Full-time faculty will usually have first option to teach summer session classes.

2. Summer salary shall be based on an individual class maximum-minimum principle as follows:

   (a) Minimum total salary for each class is determined by multiplying the generated student credit hours by 65.

   (b) Maximum total salary for each class is determined by multiplying .025 times the individual's current annual contract salary times the load factor times the number of weeks that the class is scheduled.

   (c) Load factor is as follows:

   (1) 14-16 range = $\frac{\text{class minutes per week}}{800}$

   (2) 15-18 range = $\frac{\text{class minutes per week}}{880}$

   (d) Salary calculations will be based on the class count at the completion of the drop-add period.

   (e) Faculty interested in teaching summer classes shall indicate acceptance or rejection of the assignment in writing three (3) days prior to the completion of the forty- (40) week contract period.

   (f) The annual salary used to compute the summer salary in D. 2. (b) is the base salary paid during the semester preceding the summer session.

E. Extra-contractual Assignments

1. Provided there is a need for the class in the opinion of the District, full-time faculty will usually have first option to teach extra-contractual assignments subject to the following limitations:

   (a) Lecture-discussion classes to a maximum of six (6) contact hours and a maximum of one class.

   (b) Lecture-laboratory or pure laboratory classes to a maximum of eight (8) contact hours and a maximum of one class.

E. 1. (c) Assignments in excess of the limits in (a) and (b) may be made at the discretion of the division chairperson.

Student Personnel Services and Learning Resources Center faculty will usually have first option for all overload assignments in their respective areas.

2. Remuneration

(a) Remuneration for extra teaching assignments, except for summer sessions, will be paid at an hourly rate of $32.50 per contact hour.

(b) Remuneration for extra-contractual assignments in Student Personnel Services and Learning Resources Center which occur during the regular contract period shall be paid at an hourly rate of $17.00 per hour.

(c) Remuneration for extra-contractural assignments in Student Personnel Services and Learning Resources Center which fall outside the regular contract period shall be paid at an hourly rate of 1/1400 of the regular salary, but in no case shall that be less than the rate which would have been paid in 1979-80 ($16.56).

3. An extra-contractual assignment in the nursing clinical, externally funded, and continuing education programs is not subject to the provisions of Article XIII, D. 2. and E. 2., except as noted in Article XIII, E. 4.

4. Full-time faculty teaching extra-contractual classes during the fall, winter, or spring semesters listed in the official college catalog under the 090-299 number sequence but offered through continuing education, will be paid at the extra-contractual rates indicated in Article XIII, E. 2.

F. College Day

The College day is from 7:00 a.m. to 11:00 p.m. Faculty assignments may be scheduled at any time during this period as requirements are determined. However, except for very unusual situations, no instructor will be scheduled for classes over a period greater than nine (9) hours in any one day except by mutual agreement. Except by mutual agreement, a faculty member shall not have his/her regularly scheduled duties span more than five (5) consecutive days.

G. During scheduled faculty workdays and at those periods when faculty are engaged in non-instructional activities as part of their regular assignment, faculty shall be assigned seven (7) hours per day on campus, exclusive of lunch period, unless alternative appropriate arrangements are approved by the immediate supervisor. A partial non-teaching load shall be prorated based on a thirty-five (35) hour work week.

ARTICLE XIV - CONTINUITY OF OPERATION

A. It is further agreed by the contracting parties that in case the College is closed during the college year by order of the Board of Trustees, or their designated representative, or by order of the health authorities, the said faculty member shall receive said faculty member's regular payments during the time the College is so closed.

B. Neither the Monroe County Community College Faculty Association nor any person acting in its behalf during the period of this agreement will directly or indirectly cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a faculty member from his/her position, stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the faculty member's duties of employment) for any purpose whatsoever.

C. All other provisions of Act 336 of the Public Acts of 1947, as amended, shall apply to this Master Agreement.

ARTICLE XV - FRINGE BENEFITS

A. Admission to Courses: Faculty and their Families

All faculty and their families (spouse and dependent children as defined by the Internal Revenue Service) of Monroe County Community College may be admitted to those Monroe County Community College courses for which they are eligible without payment of tuition and fees that pay for use of college-owned materials. Special fees required for skiing, horseback riding, bowling, wine-tasting, etc., will be the responsibility of the enrollee.

B. Insurance Protection

Monroe County Community College will provide the following insurance protection for employees of the College. The Board of Trustees of Monroe County Community College will name the carrier or carriers of the insurance.

1. Workmen's Compensation. This protection is furnished at no cost to the employees.
2. The District shall provide, without cost to the employee, MESSA's Super Med 2 protection for the employee's entire family through the MESSA Program. Coverage for dependent parents to be available as riders to the basic policy on a payroll deduction basis. MESSA Care Rider shall be a part of the family policy coverage.

B. 3. MESSA Life Insurance. The District shall provide $50,000 of life insurance and accidental death and dismemberment insurance. Additional insurance equal to one-half (1/2) of the basic policy may be available on a payroll deduction basis. Participation equal to 75% of the group is required if the additional coverage is to be made available without physical examination.

Life insurance coverage for spouse and dependent children also shall be available to interested persons at a nominal cost on a payroll deduction basis. Insurance coverage may be converted to permanent insurance at the time of separation for persons leaving the employ of Monroe County Community College.

4. Long-term Disability Insurance. Regular full-time employees are covered by MESSA long-term disability insurance paid in full by the District. Compensation under this policy begins ninety (90) days after the disability occurs and continues for the duration of the disability or to age 65. The amount of compensation will be equal to 60% of the employee's regular annual earnings less any primary benefit under social security.

5. Professional Liability Insurance. The District will provide professional liability insurance coverage for the faculty with a coverage of not less than $500,000 per occurrence at no cost to the faculty member.

6. Dental Care. The District shall provide the MESSA Dental Care Program for all employees of the bargaining unit and their eligible dependents, Plan E with Orthodontic Rider 007.

7. Vision Care. The District shall provide the MESSA Vision Care Plan VSP-3 for all members of the bargaining unit and their dependents.

ARTICLE XVI - TERMINATION AND MODIFICATION

A. This agreement shall be effective after ratification by the Board of Trustees and the Association, and shall continue in full force until midnight, August 31, 1989.

B. Either party may give written notice to the other of its desire to negotiate a new agreement by no later than May 1, 1989, but not prior to March 1, 1989. Upon receipt of this notice, acknowledgement must be given within five (5) calendar days and arrangements shall be made within thirty (30) calendar days for negotiations to commence.

ARTICLE XVI - TERMINATION AND MODIFICATION (continued)

C. Collective bargaining meetings between the District and MCCCFA may be called during the term of the agreement only through the request of one party and the consent of the other party for the purpose of negotiating amendments or modifications of the agreement, but in no case shall these modifications or amendments become final until they have been ratified by the District and the MCCCFA.

D. Any amendments that may be agreed upon during the life of this agreement shall become and be a part of this agreement without modifying or changing any other terms of this agreement.

E. The District shall make no change in faculty hours, wages or working conditions except as provided for in Section C, Article XVI.

F. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE XVII - CONFORMITY TO LAW

This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the District, the MCCCFA and employees in the bargaining unit, and in the event that any provision of this agreement shall at any time be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this agreement shall continue in effect.

APPENDIX A

Grievance Number ______________

GRIEVANCE

Employee's Name ____

Provision of Master Agreement Allegedly Violated:

Article ______________________

Sub-section(s) ______________

Page _________________________

Date of Alleged Violation ______________________________________

Grievance:

Relief Requested:

____
Signed

Disposition:

____
Signed

APPENDIX A (continued)

Grievance Number__________

Step I: Date Filed______________________________

____
Signature of Person Initiating Grievance

____
Signature of Immediate Supervisor

Step II: Date Filed with or Appealed to Dean______________________________

____
Signature of Person Appealing Grievance

____
Signature of Dean

Step III: Date Appealed to the President______________________________

____
Signature of Person Appealing Grievance

____
Signature of President

Step IV: Date Appealed to Arbitration______________________________

____
Signature of Person Appealing Grievance

____
Signature of President of the College

APPENDIX B

FACULTY SALARY SCHEDULE

40 WEEK

1986-87

EFFECTIVE SEPTEMBER 1, 1986

Step	M.A.	M.A. + 30	M.A. + 60	Ph.D.
1.	$25,875.00	$26,490.00	$27,492.00	$28,464.00
2.	26,785.00	27,532.00	28,675.00	29,649.00
3.	27,697.00	28,574.00	29,861.00	30,835.00
4.	28,608.00	29,615.00	31,047.00	32,021.00
5.	29,519.00	30,657.00	32,233.00	33,205.00
6.	30,430.00	31,698.00	33,418.00	34,390.00
7.	31,342.00	32,739.00	34,604.00	35,577.00
8.	32,253.00	33,780.00	35,788.00	36,762.00
9.	33,164.00	34,822.00	36,974.00	37,947.00
10.	34,074.00	35,864.00	38,160.00	39,133.00
11.	34,988.00	36,906.00	39,345.00	40,318.00
12.	35,898.00	37,947.00	40,530.00	41,503.00

APPENDIX B
(continued)

FACULTY SALARY SCHEDULE

52 WEEK

1986-87

EFFECTIVE SEPTEMBER 1, 1986

Step	M.A.	M.A. + 30	M.A. + 60	Ph.D.
1.	$32,343.00	$33,113.00	$34,365.00	$35,580.00
2.	33,481.00	34,415.00	35,844.00	37,061.00
3.	34,621.00	35,717.00	37,326.00	38,544.00
4.	35,760.00	37,019.00	38,808.00	40,026.00
5.	36,899.00	38,321.00	40,291.00	41,507.00
6.	38,037.00	39,623.00	41,772.00	42,987.00
7.	39,177.00	40,923.00	43,255.00	44,472.00
8.	40,316.00	42,225.00	44,735.00	45,952.00
9.	41,455.00	43,527.00	46,218.00	47,434.00
10.	42,593.00	44,830.00	47,700.00	48,916.00
11.	43,735.00	46,132.00	49,182.00	50,398.00
12.	44,872.00	47,434.00	50,662.00	51,879.00

APPENDIX B
(continued)

FACULTY SALARY SCHEDULE

40 WEEK

1987-88

EFFECTIVE SEPTEMBER 7, 1987

Step	M.A.	M.A. + 30	M.A. + 60	Ph.D.
1.	$27,142.00	$27,788.00	$28,839.00	$29,859.00
2.	28,097.00	28,881.00	30,081.00	31,101.00
3.	29,054.00	29,974.00	31,324.00	32,346.00
4.	30,010.00	31,066.00	32,568.00	33,590.00
5.	30,966.00	32,159.00	33,813.00	34,832.00
6.	31,921.00	33,251.00	35,055.00	36,075.00
7.	32,878.00	34,343.00	36,300.00	37,321.00
8.	33,833.00	35,435.00	37,541.00	38,563.00
9.	34,789.00	36,528.00	38,786.00	39,807.00
10.	35,744.00	37,622.00	40,030.00	41,050.00
11.	36,702.00	38,714.00	41,273.00	42,294.00
12.	37,657.00	39,807.00	42,516.00	43,537.00

APPENDIX B
(continued)

FACULTY SALARY SCHEDULE

52 WEEK

1987-88

EFFECTIVE SEPTEMBER 7, 1987

Step	M.A.	M.A. + 30	M.A. + 60	Ph.D.
1.	$33,928.00	$34,736.00	$36,049.00	$37,324.00
2.	35,121.00	36,101.00	37,601.00	38,877.00
3.	36,318.00	37,467.00	39,155.00	40,433.00
4.	37,513.00	38,833.00	40,710.00	41,987.00
5.	38,707.00	40,198.00	42,266.00	43,540.00
6.	39,901.00	41,564.00	43,819.00	45,094.00
7.	41,097.00	42,929.00	45,375.00	46,651.00
8.	42,292.00	44,294.00	46,926.00	48,204.00
9.	43,487.00	45,660.00	48,482.00	49,759.00
10.	44,680.00	47,027.00	50,037.00	51,313.00
11.	45,878.00	48,393.00	51,591.00	52,868.00
12.	47,071.00	49,759.00	53,145.00	54,421.00

APPENDIX B
(continued)

FACULTY SALARY SCHEDULE

40 WEEK

1988-89

EFFECTIVE SEPTEMBER 5, 1988

Step	M.A.	M.A. + 30	M.A. + 60	Ph.D.
1.	$28,432.00	$29,108.00	$30,209.00	$31,277.00
2.	29,432.00	30,253.00	31,509.00	32,579.00
3.	30,434.00	31,397.00	32,812.00	33,883.00
4.	31,435.00	32,542.00	34,115.00	35,185.00
5.	32,437.00	33,686.00	35,419.00	36,487.00
6.	33,437.00	34,831.00	36,720.00	37,788.00
7.	34,439.00	35,974.00	38,024.00	39,093.00
8.	35,441.00	37,119.00	39,324.00	40,395.00
9.	36,442.00	38,263.00	40,628.00	41,698.00
10.	37,442.00	39,409.00	41,931.00	43,000.00
11.	38,446.00	40,553.00	43,234.00	44,303.00
12.	39,446.00	41,698.00	44,535.00	45,605.00

APPENDIX B
(continued)

FACULTY SALARY SCHEDULE

52 WEEK

1988-89

EFFECTIVE SEPTEMBER 5, 1988

Step	M.A.	M.A. + 30	M.A. + 60	Ph.D.
1.	$35,540.00	$36,386.00	$37,761.00	$39,097.00
2.	36,790.00	37,816.00	39,387.00	40,724.00
3.	38,043.00	39,247.00	41,015.00	42,353.00
4.	39,294.00	40,677.00	42,643.00	43,982.00
5.	40,546.00	42,108.00	44,273.00	45,609.00
6.	41,796.00	43,539.00	45,900.00	47,236.00
7.	43,049.00	44,968.00	47,530.00	48,867.00
8.	44,301.00	46,398.00	49,156.00	50,494.00
9.	45,552.00	47,829.00	50,785.00	52,122.00
10.	46,802.00	49,261.00	52,414.00	53,750.00
11.	48,057.00	50,691.00	54,042.00	55,379.00
12.	49,307.00	52,122.00	55,669.00	57,006.00

APPENDIX B (continued)

If the following assignments are in addition to the regular contract, the following rates shall apply.

Coaching	
Basketball	$1,550 per year
Assistant Basketball	$ 550 per year
Tennis	$ 900 per year
Golf	$ 900 per year
Volleyball	$ 900 per year
Baseball	$1,000 per year
Assistant Baseball	$ 550 per year
Cheerleaders	$ 450 per year
Dramatics	$ 900 per semester
Agora	$ 500 per semester
Literary Arts Magazine	$ 300 per year

APPENDIX C

FACULTY CALENDAR

September 1, 1986 through June 5, 1987

September 1, 1986	Monday	Labor Day-Paid Holiday
September 2, 1986	Tuesday	Faculty Work Day
September 3, 1986	Wednesday	First Day of Classes
November 27, 1986	Thursday	Thanksgiving-Paid Holiday
November 28, 1986	Friday	Faculty Vacation Day
December 18, 1986	Thursday	Fall Classes End
December 19, 1986	Friday	Faculty Work Day
December 22, 1986 through January 2, 1987		Faculty Vacation
January 5, 1987	Monday	Winter Classes Start
March 16, 1987 through March 20, 1987		Faculty Vacation
April 17, 1987	Friday	Good Friday-Paid Holiday
April 24, 1987	Friday	Winter Classes End
April 27, 1987	Monday	Spring Classes Start
May 25, 1987	Monday	Memorial Day-Paid Holiday
June 5, 1987	Friday	Spring Classes End
June 15, 1987	Monday	Summer Classes Start
July 24, 1987	Friday	6-Week Summer Classes End
August 7, 1987	Friday	8-Week Summer Classes End

APPENDIX C (continued)

FACULTY CALENDAR

September 7, 1987 through June 10, 1988

September 7, 1987	Monday	Labor Day-Paid Holiday
September 8, 1987	Tuesday	Faculty Work Day
September 9, 1987	Wednesday	Fall Classes Start
November 26, 1987	Thursday	Thanksgiving-Paid Holiday
November 27, 1987	Friday	Faculty Vacation Day
December 23, 1987	Wednesday	Fall Classes End
December 24, 1987 through January 5, 1988		Faculty Vacation
January 6, 1988	Wednesday	Faculty Work Day
January 7, 1988	Thursday	Winter Classes Start
March 14, 1988 through March 18, 1988		Faculty Vacation
April 1, 1988	Friday	Good Friday-Paid Vacation
April 27, 1988	Wednesday	Winter Classes End
April 28, 1988	Thursday	Faculty Work Day
April 29, 1988	Friday	Faculty Vacation
May 2, 1988	Monday	Spring Classes Start
May 30, 1988	Monday	Memorial Day-Paid Holiday
June 10, 1988	Friday	Spring Classes End
June 20, 1988	Monday	Summer Classes Start
July 29, 1988	Friday	6-Week Summer Classes End
August 12, 1988	Friday	8-Week Summer Classes End

APPENDIX C (continued)

FACULTY CALENDAR

September 5, 1988 through June 9, 1989

September 5, 1988	Monday	Labor Day-Paid Holiday
September 6, 1988	Tuesday	Faculty Work Day
September 7, 1988	Wednesday	Fall Classes Start
November 24, 1988	Thursday	Thanksgiving-Paid Holiday
November 25, 1988	Friday	Faculty Vacation Day
December 22, 1988	Thursday	Fall Classes End
December 23, 1988	Friday	Faculty Work Day
December 26, 1988 through January 6, 1989		Faculty Vacation
January 9, 1989	Monday	Winter Classes Start
March 17, 1989 through March 23, 1989		Faculty Vacation
March 24, 1989	Friday	Good Friday-Paid Holiday
April 28, 1989	Friday	Winter Classes End
May 1, 1989	Monday	Spring Classes Start
May 29, 1989	Monday	Memorial Day Holiday
June 9, 1989	Friday	Spring Classes End
June 19, 1989	Monday	Summer Classes Start
July 28, 1989	Friday	6-Week Summer Classes End
August 11, 1989	Friday	8-Week Summer Classes End

HOLIDAYS AND VACATION DAYS

A. Faculty on 52-Week Contract:

1. Faculty on fifty-two (52) week contract will be given the same scheduled paid holidays and scheduled paid vacation days as those adopted by the Board of Trustees for the clerical and administrative staff on an annual basis.

2. Number of unscheduled vacation days - 22

B. Faculty teaching summer school will receive Independence Day as a paid holiday.

APPENDIX D

DEFINITIONS

Full-time, non-administrative regular faculty contracts shall be issued to individuals who fulfill the minimum workloads as follows:

1. Faculty members assigned lecture-discussion classes of eleven (11) or more credit-contact hours, or its equivalent in combined assigned duties, per week throughout the course of a regular semester.

2. Faculty members assigned lecture-laboratory or activity classes of thirteen (13) or more contact hours, or its equivalent in combined assigned duties, per week throughout the course of a regular semester.

3. Faculty members assigned in the automotive service mechanics program fourteen (14) or more contact hours, or its equivalent in combined assigned duties, per week throughout the course of a regular semester.

4. Health science faculty members assigned seventeen (17) or more contact hours, or its equivalent in combined assigned duties, per week in a health clinical area throughout the course of a regular semester.

5. Faculty members assigned twenty-one (21) or more hours, or its equivalent in combined assigned duties, per week in Learning Resources or Student Personnel Services throughout the course of a regular semester.

APPENDIX E

PLACEMENT OF FACULTY WITH SPECIAL QUALIFICATIONS INTO THE SALARY SCHEDULE

E. 1. Since the salary schedule reflects the concept of stimulating professional growth by recognizing advanced study (Master's and Doctorate) as well as graduate credit taken beyond the Bachelor's (M.A., M.A. + 30 and M.A. + 60), it is also necessary to recognize professional growth in these areas which cannot be measured by the number of credits taken in graduate school.

2. In the specialized areas of technology and in some cases business, the professional growth of a faculty member may be the result of his/her participation in (1) industrial product service schools, (2) special non-credit courses offered at the university, (3) structured work experience, and (4) participation in NDEA or NSF summer programs which may or may not offer credit.

3. Proper recognition of the special competencies are important if we are to be consistent in our philosophy as it relates to staff growth. With this in mind the following proposal is included as part of the College policy.

   (a) Faculty employed in the career areas will have a minimum of a Bachelor's degree and be able to qualify for State Vocational Certification. Persons in this category will be paid at the M.A. salary rate starting on Step 1 through 6, depending on prior experience.

   (b) Prior industrial or business experience will be evaluated on a 2-to-1 basis with a maximum of five (5) years granted on the salary schedule. The industrial or business experience will be evaluated on its own merit relative to the teaching position involved and used to determine the number of years of credit with a maximum of five (5) years to be granted. Prior industrial teaching experience will be equated the same as other private or public teaching experience.

   (c) Technical and Business faculty with a Master's degree who are eligible for State Vocational Certification will be granted the equivalent of fifteen (15) credits beyond the Master's. An individual in this category may qualify for the M.A. + 30 salary level by:

      (1) earning fifteen (15) additional graduate semester credit hours

      (2) attending special product service schools. Each case will be reviewed and evaluated on its own merit. In general, a program involving six (6) hours of class per day would equate as one (1) hour credit for every week in attendance. A maximum of twenty (20) credits to be allowed.

APPENDIX E (continued)

E. 3. (c) (3) attending National Science Foundation or National Defense Education Act summer programs. Courses under these programs must be taken for credit to be considered.

(d) Technical or Business faculty may qualify for the M.A. + 60 salary level by:

(1) Possessing an earned M.A. + 60 additional graduate semester credit hours.

(2) Possessing an earned Master's plus a combination of credit determined as follows:

a. vocational certification (maximum 15).

b. attending special product service schools. Each case will be reviewed and evaluated on its own merit. In general, a program involving six (6) hours of class per day would equate as one (1) hour credit for every week in attendance. A maximum of twenty (20) credits to be allowed.

c. attending National Science Foundation or National Defense Education Act summer programs. Courses under these programs must be taken for credit to be considered.

d. graduate semester credit hours.

Faculty Members:

Brink, Ronald
Buss, Harvey
Dentner, Noel
Fink, Albert
Hyatt, Donald
Johnson, Howard
Maloney, Timothy
Metzger, Daniel
Reeves, Drew
Stedman, Ronald
Tarrant, Robert

APPENDIX F

RETIREMENT INCENTIVE

Faculty members with 10 or more years of full-time employment at MCCC who qualify for the Michigan Public School Employees Retirement System will receive $3,000.00 at the time of their official retirement. This provision expires on June 30, 1989.

MASTER AGREEMENT
1985-1988
between
the
BOARD OF TRUSTEES and FACULTY COUNCIL
of
MONTCALM COMMUNITY COLLEGE

---

from the desk of . . .

Date: April 6, 1987

ANNE H. MCCOY
Administrative Assistant

Dear Mr. Masters:

Received your letter requesting the contract on our faculty council. I have enclosed a copy for use. I do not know why a copy was not forwarded sooner.

Mrs. Springsteen has retired so please contact me for any future personnel requests.

Again, I apolggize for the delay.

montcalm community college
SIDNEY, MICHIGAN 48885 517 328-2111

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AGREEMENT

THIS AGREEMENT entered into this 23rd day of July, 1985, by and between the Board of Trustees of Montcalm Community College, hereinafter called the "Board," and the Montcalm Community College Faculty Council, hereinafter called "Faculty Council," shall be in effect from August 16, 1985 through August 15, 1988.

WITNESSETH:

WHEREAS, the Board and Faculty Council recognize and declare that providing a quality education for the students of Montcalm Community College is their mutual aim, and

WHEREAS, the members of the teaching profession are partcularly qualified to advise in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with the representatives of its employees, as defined in Article I of this Master Agreement, with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Master Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Montcalm Community College Faculty Council, an organization affiliated with the MEA and NEA, as the exclusive bargaining representative, as defined in Section 11, Act 379, Public Acts of 1965, of all professional personnel under contract with Montcalm Community College including full-time teaching faculty members, educational counselors, librarians, and coordinators employed or hereinafter employed by the Board.

B. To be eligible for membership in the Faculty Council, the employee must have Montcalm Community College as his principal employer and his salary must have been determined by proration or directly from the salary schedule in Appendix A. Inherent with this eligibility for membership shall be the normal committee work and professional duties expected of other members of the Faculty Council.

C. Any person covered by the Master Agreement shall be entitled to membership in the Faculty Council subject to the rules of the Faculty Council governing membership, provided said rules are not discriminatory. It is understood that membership in the Faculty Council shall not be a condition of employment for those covered under this Master Agreement.

D. As set forth in Public Act 379, Section 423.210, it shall be unlawful for a public employer or an officer or agent of a public employer (a) to interfere with, restrain, or coerce public employees in the exercise of their rights; (b) to initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization; provided, that a public employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay; (c) to discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization; (d) to discriminate against a public employee because he/she has given testimony or instituted proceedings under this Act; or (e) to refuse to bargain collectively with the representatives of its public employees.

E. As a condition of employment, everyone covered by this Master Agreement must, within thirty (30) days of employment, become members of the Montcalm Community College Faculty Council, the MEA, and the NEA, or, pay a fee equal to the total dues of the Montcalm Community College Faculty Council, the MEA and the NEA (which shall not include MEA-PAC and NEA-PAC fees). This amount shall be submitted to the Faculty Council treasurer, who shall transmit the MEA and NEA portions to a scholarship fund. The scholarship fund shall be called the Faculty Council Scholarship Fund. It shall be administered by a joint committee composed of three Faculty Council members and two designated by the Administration. The failure of an employee covered by this Agreement to comply with either of the above choices shall result in the dismissal of such employee. The Faculty Council shall indemnify and hold the Board harmless from any and all damages, judgments, and costs which it may incur in following this provision.

In connection with those persons who make contributions to the Scholarship Fund, but do not become members of the Faculty Council, it is understood that they shall:

1. Have all rights and benefits provided by this collective bargaining agreement;
2. Have the right to participate in MESSA and MEFSA programs if they so elect and the provider allows;
3. Have, if desired, the same opportunity to participate in formulation of proposals for collective bargaining on a successor agreement as is afforded Faculty Council members.

It is further understood that such persons shall not have the right to participate in other activities or affairs of the Faculty Council for which membership is required.

F. Excluded from bargaining is the salary and pay for extracurricular activities and assignments and any pay or salary or terms and conditions of work for part-time faculty or any other professional employee of this Board not covered by this Master Agreement. Any person accepting extra-curricular assignments shall mutually agree with the Administration as to compensation.

G. The term "employee," when used hereinafter in this Master Agreement, shall refer to all professional employees eligible for membership in the Faculty Council under this Master Agreement. The term "instructor," when used hereinafter, shall mean those employees of Montcalm Community College whose principal work is teaching in the classroom.

ARTICLE II

FACULTY COUNCIL MEMBER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Faculty Council for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other Laws of Michigan, of the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Faculty Council or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The rights granted to employees in this Contract shall be deemed to be in addition to and in conformance with those rights provided elsewhere under existing law applicable to community colleges in the State of Michigan.

C. The Faculty Council and its representative shall have the right to use the college buildings for meetings at all reasonable hours as determined by the appropriate administrator, such use to be requested in advance insofar as possible.

D. The College shall be advised in writing of the officers and other persons authorized to represent the Faculty Council in its dealings with the College. Such persons shall be permitted to transact official Faculty Council business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations or the usual teaching schedule or other professional responsibility of any of the employees, including the representatives of the Faculty Council.

E. For official Faculty Council use only, the Faculty Council will be permitted to make use of school facilities and equipment including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, and when such use is arranged with persons responsible for each piece of equipment used. The Faculty Council shall pay for supplies used in Faculty Council business.

F. The Faculty Council shall have the right to post notices of its activities and matters of Faculty Council business on Faculty bulletin boards, at least one of which shall be provided. The Faculty Council may use the College internal mail service and employees' mailboxes for communication with employees.

G. The Board agrees to furnish authorized representatives of the Faculty Council, in response to reasonable requests from time to time, information concerning the financial resources of the College including, but not limited to: annual financial reports and audits, register of College personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, official treasurer's reports, application and enrollment data, names of all employees and such other information as will assist the Faculty Council in developing intelligent, accurate, informed, and constructive proposals on behalf of the members; together with information which may be necessary for the Faculty Council to process any grievance or complaint; provided that requests for information will be made in advance in order to allow a reasonable period of time for assembly; also, that the financial and personal information requested might be rightfully divulged to anybody, and that such information will be made available in the form normally used by the various administrative offices.

H. The provisions of this Master Agreement and the wages, hours, terms, and conditions of employment shall be applied to employees in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, handicap, or marital status.

I. The Faculty Council shall be given the opportunity to advise the Board through appropriate channels with respect to any major revision of educational policy and construction programs when pertinent to the quality of instruction, prior to their adoption and/or general publication.

J. No employee hired prior to August 15, 1979, shall be required to teach in any prison facility or mental institution without his/her prior consent. New employees hired after August 15, 1979, will be informed that they can be assigned to teach in the above-mentioned facilities or institutions.

K. No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause, it being understood that this shall not in any way affect the dismissal or nonrenewal of probationary or tenured employees as set out in Article VI, Paragraph D.

ARTICLE III

BOARD AND ADMINISTRATION RIGHTS

A. It is recognized that Michigan law makes the Board legally responsible for the operation of Montcalm Community College in all respects. In meeting such responsibilities, the Board acts through its Administrative staff. Such responsibilities include, but are not limited to, the establishment of educational policy; the construction or acquisition and maintenance of buildings and equipment; the hiring, transfer, assignment, supervision, promotion and termination of employment of staff members; and the establishment and revision of rules pertaining to the conduct of staff members.

B. Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board and the Administrative staff shall be free to exercise all such rights and authority to the extent permitted by law, provided, however, that no action shall violate any of the express terms of the Master Agreement.

ARTICLE IV

NO INTERRUPTIONS OF EDUCATION

A. Consistent with the declared purpose of providing a quality education for the students of Montcalm Community College, the Faculty Council and each employee agree that during the life of this Master Agreement, and under the specific conditions agreed thereto, they will not encourage, participate in, or cause any interruption in normal educational program of the students at Montcalm Community College.

ARTICLE V

NEGOTIATION PROCEDURES

A. It is expected that conditions of employment provided in this Agreement shall remain in effect until changed by mutual agreement in writing between the parties. However, it is recognized that, from time to time, important matters of mutual concern which have not been fully negotiated may arise. It is in the public interest that the opportunity for mutual discussion of such matters be provided. Upon mutual consent, the parties accordingly agree to cooperate in arranging meetings, selecting representatives, furnishing necessary information, and otherwise constructively resolving any such matters.

B. Negotiations shall not be reopened prior to May 1 or no later than June 15 of the year in which this Master Agreement expires except by mutual consent.

C. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed except by the Board and the Faculty Council, the parties mutually pledge that their representatives shall be furnished all necessary authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. If the parties fail to reach agreement in such negotiations or bargaining, either party may invoke the mediations machinery of the Michigan Employment Relations Commission.

ARTICLE VI

EMPLOYMENT RIGHTS & RESPONSIBILITIES

A. Dates of Contract Issue and Return

1. All individual contracts shall be issued by hand-to-hand personal delivery or by certified mail (return receipt requested, addressee only) to the returning individual employee within one (1) week of the time when written notice of ratification by each party to the other or by the Third Wednesday in March, whichever is later.

2. Individual contracts are to be signed and returned to the College President's Office one (1) week after their receipt by the employee following the ratification of a new Master Agreement and by the second Monday in April of the current calendar year in all other instances. Failure to return signed contracts in person or by certified mail by the date due shall be interpreted as an expression of intent to not return to Montcalm Community College for the following academic year.

3. Employment under any individual employment contract is subject to

the right of the College to lay the employee off without pay as provided herein.

B. Types of Contracts

1. Probationary. All new employees covered in this Master Agreement may receive probationary contracts for their first three (3) and possibly four (4) years of employment at Montcalm Community College, as provided in Section IV, Part V, A of the Policy Manual. During this period, every effort shall be made to help the employee achieve a satisfactory level of performance at Montcalm Community College. Appendix A-2.

2. Tenure. A tenure contract will be issued to employees covered by this Master Agreement for the first academic year after receiving tenure. Thenceforth, a supplementary continuing contract will be issued annually. Tenure is referred to in the Policy Manual as Continuous Employment. Appendix A-3.

3. Other Types of Contracts Are:

Annual Supplement	Appendix A-4
Summer School Contract	Appendix A-5
Sabbatical Leave Contract	Appendix A-6

C. Resignation Procedures

1. Probationary Employee. If a probationary employee wishes to resign at the end of a contract year, notice shall given as soon as possible, but no later than three (3) weeks from the date of receipt of a contract for the ensuing academic year, or the second Monday in April of the current calendar year, whichever shall be later. A thirty (30) day extension may be granted by the President to those probationary employees requesting it through their Divisional Directors. In any case, an employee may not resign after the close of this thirty (30) day extension.

2. Tenure Employee. If a tenured employee wishes to resign at the end of a contract year, notice shall be given as soon as possible, but no later than three (3) weeks from the date of receipt of his new contract for the ensuing academic year, or the second Monday in April of the current calendar year, whichever shall be later. A thirty (30) day extension will be granted by the President to those tenured employees requesting it through their Divisional Directors. In any case, an employee may not resign after the close of this thirty (30) day extension.

3. Mutual Agreement. Any type of contract may be terminated at any time by mutual agreement of the employee and the Board.

D. Dismissal Procedures

1. a. In the event that a probationary employee's contract is not to be renewed, the employee shall receive a formal written

statement of this intention on or before March 1 of the contract year except when the cause(s) for nonrenewal occur during the second semester. Upon the employee's request made within 10 calendar days after receipt thereof, the reasons shall be stated in writing and shall be delivered to the employee within seven (7) calendar days of the request therefor.

b. Provided the evaluation procedures as authorized in the Policy Manual have been followed, an employee under probationary contract may be released at the end of the school year without recourse to the grievance procedure.

2. Dismissal of Tenured Employees. A tenured employee shall not be dismissed nor shall such an employee's contract not be renewed except for documented instructional incompetence or other just cause. In the event the College intends not to renew a tenured employee's contract because of instructional incompetence, he shall be given a written statement of this intention stating the reasons for the decision by March 1 of the contract year. In the event such employee is to be dismissed or the contract not renewed for other just cause, the employee shall be given a written statement of this intention stating the reasons therefor within 10 days after the occurrence or knowledge thereof. If the employee wishes to appeal any such decision, the following procedures shall be used:

a. Within 10 calendar days after receipt of such statement the employee shall file with the President of the College and the President of the Faculty Council a written request that his/her case be considered by the Review Committee. The Review Committee shall consist of two faculty members designated by the President of the Faculty Council and two Administrators not involved in the case or Trustees designated by the President of the College. Such Committee shall be appointed within five (5) calendar days after receipt of the request and shall be convened by the President of the College within ten (10) calendar days after the employee files a request for review.

b. The Review Committee shall meet at the appointed time and place to confer with the employee who may be accompanied by a representative of his/her choosing and the Director(s) or Administrator(s) involved. The College President may attend the conference. The Director(s) or Administrator(s) shall present to the Review Committee the reasons for the action together with such supporting material or evidence as desired. The employee and representative shall make such response thereto and present such supporting material or evidence as desired. It is intended that this conference be informal in nature and be conducted in such manner as to bring all applicable consideration to the Review Committee's attention for review and consideration.

c. The Review Committee shall within seven (7) calendar days after conclusion of the conference prepare a report to the President of the College summarizing the information, material and evidence submitted and make such comments or recommendations as the Review Committee considers appropriate, with a copy to the employee and the Director or Administrator involved.

d. The President shall review the matter, taking into account the Review Committee's report, and shall decide within seven (7) calendar days whether to recommend to the Board that the employee be dismissed or the contract not be renewed. The employee shall thereupon be notified in writing of such decision.

e. If the Faculty Council wishes to appeal the matter further, it shall within ten (10) calendar days thereafter notify the College in writing of its decision to proceed to final and binding arbitration. The arbitrator shall be selected in accordance with the procedure set out in the Grievance Procedure and the matter shall be heard and decided in the manner provided in Article XI-B of this Agreement except that the fees and expenses of the arbitrator shall be shared equally by the College and the Faculty Council.

E. 1. When a full-time faculty member cannot be assigned a full load in any semester because of insufficient enrollment or cancelled classes, the following options are provided for the purpose of fulfilling the full-time contract:

a. Priority in any assignment for which the employee is qualified within his/her own department over any part-time or overload contractual assignee.

b. The employee shall be given an assignment for which he/she is qualified in another department after the regular full-time faculty members in that department have been assigned a full load, provided that a departmental committee of the second department shall approve of the employee working in the department. Such approval shall not be withheld arbitrarily nor capriciously.

c. Assignment may be given, if available, which will utilize the employee to assist the College in Research, Public Relations, Recruitment efforts and/or other meaningful projects beneficial to the growth and success of the College.

d. If any of the foregoing assignments are refused, the employee's salary shall be reduced proportionately.

2. Layoff and Recall

After the above procedures have been exhausted, the Board may cause faculty members to be laid off without pay, provided that no layoff shall occur until after the end of the contract year. Full-time faculty members shall be laid off in inverse order of their seniority in their department of the College.

a. An employee whose position at the College has become forfeit because of a reduction in a department or because of changes in curriclum shall have first priority for the old position or a similar one if it should become open again. "Similar one" shall mean a course in one of the instructor's fields of competency.

b. When full-time faculty members are recalled, they shall be recalled in inverse order of layoff from their department. Notification of recall shall be done in writing by registered or certified mail to the employee's last address on record if a position becomes available within thirty-six (36) months of the time of layoff.

c. Reemployment under these provisions shall not result in loss of status or credit for previous years of actual service.

d. No new appointment shall be made while there is an available laid-off, full-time employee who is qualified to fill the vacancy unless such employee shall fail to advise the College of acceptance of employment within thirty (30) calendar days from the date of notification by the College of the available position.

3. A seniority list will be furnished to the Faculty Council. A copy of an annual updated list will be given to the President of the Faculty Council each year. In case several employees begin their employment at the beginning of the same academic year, the Faculty Council will notify the College in writing which is to have greater seniority.

F. Seniority accrues while employee is eligible for membership in the Faculty Council. Seniority is retained, but not accrued, while in employment of the College, but not eligible for membership in the Faculty Council. Seniority is lost if the employee is discharged or resigns or does not return from leave of absence. Seniority is not lost by layoff, but does not accrue during such period.

G. If any employee covered by this Master Agreement shall be found to have been unjustly discharged or unjustly denied renewal of his/her contract, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any employee shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

H. The Divisional Administrator will involve current faculty members to assist in the process of reviewing and interviewing candidates for a new full-time position on the faculty. At the conclusion of such process, the recommendation of the interviewing faculty members will be submitted to the Divisional Administrator for consideration.

Current faculty members may be involved in the process of reviewing and interviewing candidates for part-time positions if requested to do so by the Divisional Administrator, provided the faculty member agrees to participate.

ARTICLE VII

PROFESSIONAL COMPENSATION

A. The basic salaries of employees covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term set forth in Appendix C of this Agreement.

B. 1. The salary schedule is based on a normal academic year as set forth in Article VIII, A. 1. For additional weeks as part of the regular contract an employee shall be entitled to additional compensation prorated from the salary schedule in Appendix A, except as follows:

a. Librarians and counselors may be issued extended contracts for work time beyond thirty-three (33) weeks or its equivalent. During extended contract, counselors and librarians may be assigned at less than forty (40) hours per week.

b. Nurses will be paid for the summer session on an extended contract prorated from their base annual salary at the rate of 1/165 per scheduled day worked under an extended contract.

2. Vacations for employees working more than the normal academic year shall not be paid vacations. Vacations for these employees shall be arranged within the division.

C. All new employees shall be given experience credit on the salary schedule as set forth in Appendix A equivalent to the number of years of previous experience that are applicable to their Montcalm Community College assignment, as determined by the Administration.

D. Employees who wish to qualify for a new salary level as a result of additional formal education at a fully accredited college or university shall submit the additional credits to the employee's immediate supervisor for recommendation to the president of the college who will decide to approve or disapprove the credits for a new salary level using the following criteria: 1)They are directly related to the major area of concentration of the employee or in a cognate field, or 2) They are directly related to the instructor's assigned teaching role.

1. The employee may, if he/she so chooses, have the proposed course work approved prior to the educational experience.

2. The President's decision as to whether any undergraduate level course meets one of these criteria shall be final. Denial of approval for graduate level courses as not meeting one of these criteria is subject to

the grievance procedure.

3. In order to be approved, the grade point average for each block of courses submitted for the additional ten (10) hours of salary credit must meet the grade standard of the awarding institution for a Master's degree.

4. Once the course work is completed, and approval has been obtained, the employee shall be placed on the new salary level at the proper experience step according to the employee's longevity at MCC. This shall occur at the beginning of the semester which follows completion of the additional education and receipt of proper certification credentials from the college or university. If receipt of such credentials is delayed through no fault of the employee, pay shall be retroactive to the beginning of the semester. All approved credit hours from a fully accredited college or university, converted to semester hours, and certified after the completion date of a Bachelor's degree, may apply toward the next salary level.

5. Any employee who completed thirty (30) semester credit hours beyond the Bachelor's degree shall be awarded seventy-five percent (75%) of the difference between bachelors and Master's salary at the appropriate step provided these hours are found, upon evaluation, to meet at least one of the criteria listed above.

6. The levels M.A. + 10, M.A. + 20, M.A. + 30, and M.A. + 40 are defined as a Master's degree plus an additional number of semester hours which are earned after receipt of the Master's degree and which meet at least one of the criteria listed above.

7. Credit allowed for specialized workshops, seminars and conferences compatible with the employee's teaching assignments must be submitted to the employee's immediate supervisor for recommendation to the president for presidential approval or disapproval in writing prior to attending the workshop, seminar or conference.

8. Previous evaluations of credits are not subject to reevaluation.

E. The salaries of all employees eligible for membership in the Faculty Council shall be determined by the salary schedule as set forth in Appendix A. In no instance shall there be individual deviations. A copy of the rationale for placement of each individual shall become a part of the employee's personnel file and a copy provided to the employee.

F. 1. Overload is any course taught for credit in excess of the base load as defined elsewhere in this Agreement.

2. Preference for overload shall be given to those eligible for membership in the Faculty Council by rotation on a seniority basis within the Department. Department rotation lists, based on qualifications within a subject matter field, shall be made of persons eligible for membership in the Faculty Council on a seniority basis. Rotation shall continue through the entire lists. New employees shall be placed at the bottom of the lists upon joining the Department. Upon taking overload

or refusal, the employee shall rotate to the bottom of the list.

3. Necessary scheduled overload to complete an instructor's required load shall not affect rotation.

4. The recommended limit for overload is eight (8) credit or contact hours, or two courses per two (2) semesters in addition to the base load (as defined elsewhere in this Agreement). Where overload exceeds this limit, the appropriate instructional administrator must provide in the instructor's file written assurance that the excessive load will not adversely affect either the instructor's ability to teach other classes or availability to students through scheduled office hours. When the appropriate instructional administrator concludes that a full-time instructor has reached his/her maximum total assignment, the administrator will notify that instructor in writing and no longer consider said instructor as part of the departmental rotation list for the related semester (in effect entering an automatic negative response to any further class assignments).

5. Normal curriculum off-campus classes assigned as part of an instructor's base load are not to be considered as overload hours. Each base load off-campus assignment will be rotated among those members of the department who regularly teach the course involved on or off campus, except when they agree to forego rotation.

6. Procedure for Assigning Overload Classes

   a. As early as possible (by May 1 for the following fall semester, by December 1 for spring), the appropriate instructional administrator will assign the classes listed in published schedules, identifying those courses which are available as overload after base load assignments to full-time faculty have been filled.

   b. Potential overload classes will then be offered to full-time instructors within each department. The sequence of offering teaching opportunities will follow a rotation as described in Article VII, F. 2. of the Master Agreement.

   c. The appropriate instructional administrator will offer each remaining class (not assigned through procedures 1 and 2) to full-time faculty from departments other than the one from which the course emanates who are qualified to teach it. The full-time faculty from the "sponsoring" department shall advise the appropriate instructional administrator of the instructor's determination of the qualifications of the proposed "outside" instructor.

   d. After completing these procedures, the appropriate instructional administrator will seek part-time instructors to staff courses.

   e. The appropriate instructional administrator will continue the rotation procedure in assigning courses added to schedules after May 1 or December 1 and courses which become available for new assignment because of unexpected changes in staffing.

f. For purposes of overload assignments, COPE will be a department with its own rotation list and will relate to non-COPE assignments as other departments relate to each other.

*COPE rotation lists and the seniority preference reflected in them will be established by disciplines, each instructor becoming part of a list in that discipline in which he/she was hired to teach.

G. When, at the written request of the appropriate administrator, an instructor takes over a course or courses of another instructor who is absent, the instructor substituting shall be paid on a pro rata basis according to the salary of the substituting instructor.

H. All employees shall be paid on either a nineteen (19) or twenty-six (26) pay schedule, as they elect.

I. No individual covered by this Master Agreement shall perform services for Montcalm Community College prior to the time that remuneration for said services has been defined in writing except by mutual consent of the Faculty Council and the Board of Trustees of Montcalm Community College.

J. For purposes of adjustments in the event of additions or deductions, the salary for one day shall be defined as 1/165th of the Base Annual Contract.

K. It is recognized that assignment to COPE is subject to approval by the correction authorities.

L. If any employee shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the employee.

ARTICLE VIII

SCHOOL CALENDAR, SCHOOL WEEK, AND SCHOOL DAY

A. School Calendar

1. The school calendar shall consist of 160 days of scheduled instruction plus five non-instructional days as scheduled by the College, for a total of 165 scheduled working days for employees. For the school years 1985 through 1989, the following starting and ending dates shall be:

1985-86 Start August 22, 1985; End May 13, 1986

1986-87 Start AUGUST 19, 1986; End MAY 12, 1987

1987-88 Start AUGUST 25, 1987; End MAY 17, 1988

1988-89 Start AUGUST 23, 1988; End MAY 16, 1989

The spring recess shall be scheduled at the approximate midpoint of the spring semester. The work year for librarians and counselors shall be thirty-three (33) weeks or its equivalent as provided in Appendix A-1.

2. Final grades shall be turned in to the Recorder by 5 p.m. on the third day following the last day of classes which is not a Saturday, Sunday, or legal holiday, provided that if the following day is a conference day, grades may be turned in by 9 a.m. that day without penalty. Failure to meet such a deadline will result in a reduction of 1/165 of salary for each day of delay (pro rata if delay is for less than one day). Such penalty to be administered by the appropriate administrator.

3. Each employee will attend graduation ceremonies. Personal leave days may be used for absences from graduation due to conflict with religious beliefs.

4. Each employee is also expected to make suitable arrangements for conducting make-up examinations.

B. School Week

1. An employee may refuse a Saturday or Sunday assignment; if refused, the provisions of Article VI, Paragraph E of this Master Agreement shall apply. An employee will not be assigned, as part of base load, more than five consecutive days without the employee's consent.

2. The professional responsibility of the instructor shall be to spend the hours on campus each week necessary for meeting classes, for conference/office hours of seven and one-half hours per week and for such official faculty, committee, and individual or departmental meetings as may be scheduled.

3. The period from 4 p.m. to 5 p.m. on Thursday of each week will be reserved for college meetings which can be scheduled by the Administration or the Faculty Council. Attendance at such meetings called by the Administration is part of an employee's base load and an employee's absence from such meeting, other than by application of the leave provisions of Article XII, will be cause for a written reprimand which will be placed in the employee's personnel file. Further, the provisions of this section do not in any way waive the professional responsibility of the employe in Article VIII, B. 2. above.

C. School Day

1. The college day shall include such scheduled class sessions as the individual teaching load may prescribe, regularly scheduled conference hours and such additional time as may be required to fulfill committee assignments and other necessary professional responsibilities.

2. Beginning time of classes taught as part of the instructor's regular teaching assignment shall not be more than six hours apart excluding lunch hours or supper hours, and the span of class time shall not exceed seven consecutive hours excluding lunch and supper hours without his written consent. If any part of the contractual assignment is after 8 p.m., the instructor shall not be assigned a class before 10 a.m. the following morning without written consent. If any part of an employee's contractual assignment begins before 10 a.m., the employee shall not be assigned duties extending beyond 8 p.m. of the same day without written consent.

3. Each employee shall have one hour between the hours of 11:30 a.m. and 1:30 p.m. free for lunch each day if desired.

4. One night course on or off campus may be asigned an instructor as part of the regular load without the instructor's written consent. This stipulation may be exceeded where the instructor gives written consent.

ARTICLE IX

HOLIDAYS

A. Buildings will be closed on the following holidays:

1. New Year's Day (January 1)
2. Good Friday (designated)
3. Memorial Day
4. Independence Day (July 4)
5. Labor Day (first Monday in September)
6. Thanksgiving (designated) and the day after
7. Christmas (December 25)

B. If any of the above holidays fall on a Sunday, the buildings will be closed on the following Monday.

ARTICLE X

A. Tuition Free Study

1. One tuition and fee free course will be available in courses offered by the College with the following limitations:

    a. Only one tuition and fee free course will be available to each employee per semester.

b. Participation in tuition and fee free study must be with no interference with regular employee responsibilities.

c. On noncredit courses, the maximum contribution by the College shall be the cost of in-district tuition and fees for a three (3) credit hour course.

B. Insurance Benefits

1. Health Insurance

The board shall provide without cost to each employee Blue Cross/Blue Shield Group + MVF-1 Group Benefit Plan with the following riders: ML-PPNV (Formerly IMB-OB) for a full twelve-month period for the employee plus eligible dependents.

At the employee's option, the employee may elect to have the amount of the premium paid for the Blue Cross/Blue Shield above applied toward the MESSA SuperMed 1 or SuperMed 2 Plan, with the employee paying the difference (if any) from payroll deductions.

2. Dental Insurance

The Board shall provide without cost to the employee the MESSA Delta Dental Plan C with 0-3 Orthodontic Rider (50-50-50), including internal and external coordination of benefits (COB) for all employees and their eligible dependents.

3. Long Term Disability

The College will continue to provide the present MESSA Long Term Disability Insurance for each employee. Benefits shall begin after ninety (90) days of disability and continue at 66-2/3% to age 65.

4. Life Insurance

The present MESSA Life Insurance in the amount of the employee's base salary (rounded to the next higher $100) will be provided by the College payable to the employee's designated beneficiaty. In the event of accidental death, the insurance will pay double the specified amount.

5. Options

The College will permit employees who do not elect health insurance coverage to apply the amount of the BC/BS single subscriber premium toward the purchase of additional life insurance through the college life insurance program or toward a MESSA Fixed Option as determined by the Faculty Council. Dollars not used on these two options may be applied on an individual basis to purchase any of the MESSA Variable Options and/or tax deferred annuities offered by MEFSA, American United Life Insurance Company, Variable Annuity Life Insurance

Company and Mutual Benefit Life Insurance Company. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.

ARTICLE XI

GRIEVANCE PROCEDURE

A. A grievance is a dispute between an employee and the college regarding the meaning, interpretation or application of any provision of this Agreement. Grievances shall be filed by the aggrieved employee and processed in accordance with the following procedure:

1. Within ten (10) weekdays after the aggrieved has become aware of the event which is the basis for the grievance, the aggrieved shall discuss the matter with the Administrator who is in the role of immediate supervisor.

2. If such discussion does not resolve the matter to the grievant's satisfaction, the grievant shall within ten (10) weekdays thereafter file a written grievance with the appropriate Administrator and give a copy to the Chairman of the Faculty Grievance Committee, stating the facts upon which it is based and referring to all provisions of the Agreement which are involved. The Administrator and the aggrieved employee shall discuss the matter within five (5) weekdays thereafter. The Administrator shall give a written reply within five (5) weekdays after the meeting.

3. If such reply does not resolve the matter to the grievant's satisfaction, the aggrieved employee shall within five (5) weekdays thereafter file a written statement of the reason why with the President of the College (or his designated representative), who shall discuss the matter with the grievant, a designated representative, the Chairman of the Faculty Grievance Committee and the administrator(s) involved together with a representative of the Trustees, if the Presdent desires, within fifteen (15) weekdays. The President shall give a written reply to the grievant within ten (10) weekdays thereafter with a copy to the Chairman of the Faculty Grievance Committee.

4. If such reply does not resolve the matter, the Faculty Grievance Committee may by giving written notice to the President within ten (10) weekdays thereafter refer the grievance to arbitration.

B. If the parties cannot agree upon an arbitrator within five (5) weekdays thereafter, an arbitrator shall be selected from a panel of five (5) names submitted by the Michigan Employment Relations Commission in accordance with its procedures. The arbitrator is empowered to make a decision in cases of an alleged violation of specific articles or sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement.

2. The arbitrator shall be limited to deciding whether the College has

violated specific Articles or Sections of this Agreement and shall not substitute his/her judgment for that of the College as to the reasonableness of any practice, policy or rule established by the College.

3. Should either party dispute the arbitrability of any grievance, the arbitrator shall first rule on the question of arbitrability. Should the arbitrator determine the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation of its merits.

4. The decision of the arbitrator shall be rendered within thirty (30) calendar days after the conclusion of the hearing. There shall be no appeal from the arbitrator's decision if within the scope of the authority as set forth above. It shall be final and binding on the Faculty Council, its members, the Faculty member or members involved, and the College. Neither the College nor the Faculty Council shall encourage and both shall discourage any of their members to make an appeal to any Court or Board from a decision of an arbitrator and neither shall attempt by any other means to bring about the settlement of any grievance.

5. The fees and expenses of the arbitrator shall be shared equally by the College and the Faculty Council. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

C. If a grievance involves a dispute regarding rights of the Faculty Council under this Agreement rather than the rights of individuals, the grievance shall be filed in writing by the President of the Faculty Council with the President of the College at Step 3 above within ten (10) weekdays after becoming aware of the event which is the basis of the grievance.

D. Any individual employee at any time may present grievances to the employer and have grievances adjusted, without intervention of the Faculty Grievance Committee if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the Faculty Grievance Committee has been given opportunity to be present at such adjustment.

E. Since grievances are best settled if initiated and processed promptly, the foregoing time limits must be adhered to unless an extension is mutually agreed upon in writing.

F. "Weekdays" (including summer weekdays) means Monday through Friday excluding designated holidays and/or recesses and the break between the fall and spring semesters.

ARTICLE XII

LEAVES

A. Personal Business Leave. Each full-time employee shall be allowed two days leave per year with pay for personal business and (1) day emergency leave. Additional days of leave may be taken at the employee's expense. The additional days leave should be granted by the Director who should be notified in advance whenever possible. The purpose of this leave is to allow employees to attend to business which cannot be attended at any other time. Business Leave is not to be used for recreation or vacation. Notification shall be made in advance to the Director or appropriate supervisor so that arrangements can be made.

B. Sick Leave

1. Each employee will be entitled to ten (10) days of sick leave per year of completed employment under the following conditions:

   a. Ten (10) sick leave days will be made immediately available to the employee at the beginning of the employee's first year of employment.

   b. Any employee working more than forty (40) weeks during the contract year shall accrue additinal sick leave at the rate of one-fourth (1/4) day per week beyond the forty (40) weeks.

   c. Any employee having a summer teaching contract shall accrue additional sick leave at the rate of one-third (1/3) day per credit hour taught.

   d. An employee may accrue a maximum of twelve (12) days sick leave during the regular school year and summer school. Unused sick leave shall be allowed to accumulate without limit.

   e. Sick leave shall not accrue during any period of unpaid or sabbatical leave.

   f. It is the employee's responsibility to notify the Director or the Director's office, in advance, of the necessity to use sick leave and file a signed sick leave request form with the Business Office promptly upon return to work.

2. Use of Sick Leave

   a. All employees shall be allowed to use sick leave for personal illness or for inability to work because of pregnancy, childbirth and necessary recovery therefrom. Sick leave may also be used for absences required by the quarantine or serious illness of their children or members of their immediate households.

   b. Use of such sick leave days as may be required because of death in the employee's immediate household or of the employee's children, parents, grandparents, or siblings of the employee and spouse will be allowed up to three (3) calendar days provided that under unusual circumstances, two (2) additional days may be used upon direct request to the appropriate administrator.

C. Child Care Leave

1. Upon written request, an employee who is an expectant parent, may be granted a child care leave without pay for the purpose of child bearing and/or rearing.

2. Expectant mothers shall request a leave at least five (5) months prior to the expected birth, which request shall indicate the date on which the employee desires to begin and end such leave.

3. Child Care Leave shall begin at a time that is reasonable to the employee and in the best interest of the College, and continue for the balance of the semester in which it is begun and the following two (2) full semesters. Such leave may be extended one full semester by written agreement between the College and the employee.

4. A male faculty member, upon written request made at least five (5) months in advance, may be granted a Child Care Leave to begin at a specified time between the birth of a child to his wife and one year thereafter.

5. In the event of the death of the object child of the leave, the leave of absence may be terminated effective at the beginning of the next semester.

6. If the leave is for more than one (1) semester, then at least one (1) semester before the expiration date of such leave, the employee must submit in writing to the President either a statement of intention to return, as agreed, or a request for an extension of the leave. The College may request a physician's certification of approval to return.

7. Upon return, the employee shall be reinstated in the employee's former position or a comparable position based upon qualifications and seniority.

8. Employees on Child Care Leave have the right to maintain all fringe benefits at no cost to the College. Advance notice of the desire to maintain said fringe benefits shall be given to the College in writing.

9. Any full time employee hired to replace an employee on Child Care Leave will be employed under a temporary contract terminable upon return of the employee on leave.

D. Professional Improvement Leave. The parties support the principle of continuing training of employees, participation by employees in professional organizations in the areas of their specialization, leave for work on advanced degrees, or special studies, and voluntary participation in community educational projects. Every effort shall be made by the Administration and the Board to arrange for courses, workshops, conferences, and programs designed to improve the quality of instruction and to obtain people of the highest qualifications to participate in the presentation of such programs. The Council shall likewise make every effort to guarantee maximum attendance and participation. Every reasonable effort shall be made to arrange the schedule of an employee who has requested help in scheduling means of professional improvement in writing, in advance, (course, seminars, research projects, and other like activities) approved by the Administration. In all such instances, the needs of Montcalm Community College take precedence.

1. Advanced Study Leave. An unpaid leave-of-absence for advanced study for a period of up to one college year may be requested on or before March 1 of the year preceding the planned leave. Any tenured employee may make such a request in writing to the President.

    a. Employees on unpaid leave have the right to maintain certain fringe benefits at their own cost by paying attendant charges in full, with no cost falling to the College.

    b. Unpaid leaves of absence should be of a one-year duration and may be taken up to a limitation of two in a ten-year period.

    c. Any period served under advance study leave shall be considered as time taught with the College for the purpose of the salary schedule placement.

2. Conference Leave. Employees at Montcalm Community College are expected to remain professionally alert and informed regarding new developments and knowledge in their subject matter discipline. Leaves for important professional conferences which occur during the academic year will be granted employees under the following conditions:

    a. When funding is available, employees may attend meetings, seminars, research projects and other professional activities.

    b. When the professional activities and expenditures are approved by the appropriate administrator.

    c. The College will not pay for any expenses for attending conferences or workshops which produce credit for salary purposes for the employee.

3. Sabbatical Leaves - Summer Sabbatical Fellowships

    a. Each full-time employee will become eligible for a sabbatical leave or summer sabbatical fellowship after completing ten (10) semesters (not to include summer sessions) of full-time equated employment. Any semester (s) of full-time equated employment worked after such period but before such leave is taken does not satisfy the return provisions required by paragraph "f" below but does apply toward eligibility for another sabbatical leave or summer sabbatical fellowship.

b. All sabbatical leaves or summer sabbatical fellowships shall be limited to purposes which clearly promise reciprocal advantage to the College through the enhancement of personal competence by study, research, writing or cognate pursuits.

c. Sabbatical leaves and/or summer sabbatical fellowships may be granted for either:

Sabbatical Leaves:

(1) One academic year at one-half salary, or

(2) Two nonconsecutive semesters during two academic years at one-half salary, or

(3) One semester at full salary, or

Summer Sabbatical Fellowships:

(4) Four summer sabbatical fellowships. Receipt of a summer sabbatical fellowship does not assure consecutive summer sabbatical fellowships.

d. Pay for sabbatical leaves of one full academic year or for one or two semesters shall be calculated on the basis of the employee's base salary for the year or semester of sabbatical leave. Pay for a summer sabbatical fellowship shall be 1/8th of the employee's base salary for the preceding contractual year.

e. Single semester sabbatical leaves will normally be granted when employee replacement is not necessary, preferably during the second semester.

f. An employee who receives a sabbatical leave for one full academic year or for one or two semesters shall return to serve on the staff of Montcalm Community College for two years immediately following such leave for each one-half year of salary received during the sabbatical leave. An employee who receives a summer sabbatical fellowship shall serve on the staff of the College for one semester immediately following each summer sabbatical fellowship. If the employee does not remain on the staff for the period mentioned herein, the employee shall reimburse the College for compensation received during the sabbatical leave or summer sabbatical fellowship in an amount prorated on the basis of the required return period which the employee failed to satisfy. Semesters served to fulfill these requirements do not apply toward eligibility for subsequent sabbatical leaves or summer sabbatical fellowships.

g. An employee on sabbatical leave or summer sabbatical fellowship ordinarily shall not render service for compensation in another institution or enterprise provided, however, that this does not preclude the acceptance of a teaching fellowship or assistantship, or a research assistantship; in each case the source of all additional funds and the fact that their use materially aids the planned research program of the recipient shall be fully set forth in the request for sabbatical leave.

h. An employee's application for sabbatical leave or summer sabbatical fellowship shall be made in writing, first to a committee of the Faculty Council by November 15 of the year preceding the academic year or summer in which the leave or fellowship is to be taken. The recommendation of this committee in order of priority shall be within the limits of the funding available for sabbatical leaves or summer sabbatical fellowships and shall be forwarded with the application to the employee's immediate supervisor. This does not preclude a consultation between the Administrator and the Faculty Council Committee. The application and the recommendation of the Faculty Council Cmmittee and the Director shall be forwarded to the President of the College by January 1. The President will in turn forward such material to the Board of Trustees together with his recommendation concerning it. The Board will then grant or deny the application for leave.

i. The application for sabbatical leave or summer sabbatical fellowship must be accompanied by a statement of a well-considered plan for the applicant including beginning and ending dates. Upon returning to Montcalm Community College after the Sabbatical Leave or Summer Sabbatical Fellowship, the employee shall present a full report regarding the use of the Sabbatical Leave or Summer Sabbatical Fellowship for transmission to the Faculty Committee, the President, and the Board.

j. At written request of the Faculty Council or Administration, or upon their own initiative, the Faculty Committee or Board will require a Sabbatical recipient to reappear before it if the Faculty Committee has information that the recipient is not meeting, or will not be meeting, the conditions of the Sabbatical appointment. If the Faculty Committee, after meeting with the recipient, determines the recipient is not, or will not be, meeting the conditions of the appointment, they will recommend in writing to the Board of Trustees that the appointment be immediately rescinded.

k. The recipient shall immediately upon registration, and not later than the first week following registration, notify the Faculty Committee and Administration in writing of the courses in which the recipient has been enrolled. If such enrollment deviates from the stated plan for Sabbatical Leave or Summer Sabbatical Fellowship, further explanation of reasons for such change will be made and the Faculty Committee and/or Administration shall render a judgment as to whether the recipient will be meeting the goals of the Sabbatical Leave or Summer Sabbatical Fellowship.

l. Montcalm Community College shall fund the Leave Fund by adding to the existing fund each month an amount equal to 2% of the salaries of employees (as defined in Article I of this Agreement) paid that month. Salary is here defined as the rate of compensation calculated from each employee's position on the current salary schedule in Appendix A. One-third of the monies which are now in or which are hereafter added to the Leave Fund shall be allocated to a Sabbatical Leave account and two-thirds shall be allocated to a Summer Sabbatical Fellowship account, subject to the following:

   (1) Monies in the Summer Sabbatical Fellowship account which are not required for payment of Summer Sabbatical Fellowships having higher priority may be transferred to the Sabbatical Leave account to the extent necessary to fund a Sabbatical Leave to be granted that year.

   (2) The maximum amount to be credited to the Sabbatical Leave account at any time shall be one half of the maximum salary called for on the applicable salary schedule. When the account reaches that level, all further amounts added to the Leave Fund shall be allocated to the Summer Sabbatical Fellowship account until the Sabbatical Leave account falls below its maximum funding, at which time the normal one-third, two-thirds allocation shall again be made until the maximum funding is reached.

   (3) Once the Sabbatical Leave account reaches its maximum funding, up to one year's contribution to the Sabbatical Leave account may be transferred to the Summer Sabbatical Fellowship Fund account if necessary to enable that account to meet its needs. The following year, the regular allocation shall be made to the Sabbatical Leave account in order to replace the amount so transferred to the Summer Sabbatical Fellowship account.

m. Sabbatical contracts shall be issued by the Board in accordance with previously stated conditions.

n. Employees on Sabbatical Leave have the right to maintain all fringe benefits at no cost to the College. The College will pay the employer's share of Social Security and Retirement.

E. Military Leave

1. Any employee of Montcalm Community College who enters the Armed Forces of the United States shall be granted leave automatically. Such leave shall be for the employee's first tour of duty and shall end upon any voluntary reenlistment or extension. Upon application made within ninety (90) days of honorable discharge such employee shall be reinstated to his/her former status. Salary upon return shall include all annual increments accrued under the salary schedule.

2. Request to return from leave should be made, where possible, at least six months prior to the beginning of the semester in which the employee expects to return, and then again definitely within ninety (90) days. Administrative exceptions may be made.

3. Increment credit for military leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the employee's military obligation.

4. When an employee who is a member of a military reserve unit must take temporary military leave (not to exceed fourteen school days) during the contractual period, the Board of Trustees shall compensate the employee involved for the difference between the employee's pay and the military pay and shall provide a substitute for the employee's position if necessary.

F. Leave for Public Service

1. Upon recommendation of the President, a tenured employee may be granted leave for public service, subject to sufficient notice to make adequate provisions for replacement. Such leaves may include, but are not limited to:

   a. Campaign for public office

   b. Serving as public official

   c. Serving in the Peace Corps

2. Public Service Leave shall be limited to two years duration and shall not place the College under financial obligation to the employee during the term of the leave of absence. The returning employee will be placed at one step above the level of the last contractual year upon return to the College.

3. The College has at its option a period of two (2) years in which to adjust the divisional schedules to approximate as nearly as possible the prior instructional assignments of the returning employee.

4. Employees on Leave for Public Service shall have the right to maintain all fringe benefits at no cost to the College.

G. Leave for Jury Duty. A leave of absence shall be granted an employee called for jury duty, provided that the Board of Trustees shall only be obliged to pay an amount equal to the difference between the employee's salary as computed on a daily basis and the daily jury duty fee paid.

H. Unpaid Leaves. The Board may, upon request of the employee, grant a leave of absence for up to one (1) year, which leave will be renewable at the discretion of the Board. Having such leave, the employee may maintain certain fringe benefits at the employee's own cost by paying all attendant charges in full, with no cost falling to the College.

ARTICLE XIII

Any amendments that may be agreed upon during the life of this Agreement shall become a part of this Agreement without modifying or changing any other terms of this Agreement.

ARTICLE XIV

This Master Agreement supercedes the Policy Manual. In case of conflict with the Policy Manual, the Master Agreement prevails. In those areas not covered by the Master Agreement, the Policy Manual prevails.

A copy of the current Policy Manual shall be provided to each new employee. It shall be the responsibility of the President of the College to furnish each employee with any addenda or changes in the Policy Manual and it shall be the responsibility of each employee to maintain his/her own copy of the Policy Manual in a current status.

ARTICLE XV

A. The provisions of this Agreement are subject to any minimum standards which may be required by the Legislature. If any provisions of this Agreement shall be rules contrary to law, such provision shall not be valid or of further effect and shall be subject to renegotiation, but all other provisions shall remain in full force and effect.

B. During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all matters. This represents the entire agreement of the parties. It is expressly understood and agreed that during the term of this Agreement neither party shall be required to engage in further collective bargaining on any matter or subject, whether mentioned herein or not.

C. The College President shall appoint the members of all standing or ad hoc College committees. The members so appointed shall not be deemed to represent the Faculty Council as such.

APPENDIX A

A. The following salary schedules are provided for placement of employees for and during the designated contract years.

1985-1986

	VOC. CERT.	BA	BA+30*	MA	MA+10	MA+20	MA+30	MA+40	PhD/EdD
BASE	14,853	15,239		16,721	17,015	17,311	17,607	17,902	18,496
Step									
1	14,853	15,969		17,534	17,845	18,157	18,471	18,784	19,407
2	15,521	16,818		18,471	18,785	19,148	19,546	19,946	20,574
3	16,191	17,699		19,408	19,725	20,136	20,622	21,109	21,742
4	16,862	18,516		20,347	20,665	21,126	21,699	22,268	22,907
5	17,531	19,366		21,286	21,603	22,114	22,775	23,431	24,075
6	18,199	20,215		22,222	22,545	23,103	23,852	24,594	25,241
7	18,870	21,066		23,162	23,484	24,094	24,927	25,756	26,408
8	19,540	21,915		24,101	24,423	25,083	26,005	26,918	27,576
9	20,209	22,763		25,037	25,365	26,069	27,081	28,077	28,740
10	20,877	23,610		25,975	26,303	27,058	28,159	29,240	29,909
11	21,548	24,461		26,912	27,241	28,050	29,234	30,403	31,074
12	22,217								
13	22,888								
14	23,558								
15	24,228	25,194		27,645	27,974	28,708	29,967	31,136	31,807
19	24,960	25,927		28,378	28,707	29,441	30,700	31,869	32,540

1986-1987

	VOC. CERT.	BA	BA+30*	MA	MA+10	MA+20	MA+30	MA+40	PhD/EdD
BASE	15,422	15,823		17,361	17,666	17,974	18,282	18,587	19,205
Step									
1	15,422	16,580		18,206	18,529	18,852	19,179	19,504	20,150
2	16,115	17,462		19,179	19,505	19,881	20,295	20,710	21,362
3	16,811	18,346		20,152	20,481	20,907	21,412	21,917	22,575
4	17,508	19,225		21,127	21,456	21,936	22,530	23,120	23,785
5	18,202	20,108		22,101	22,430	22,961	23,648	24,328	24,997
6	18,896	20,990		23,073	23,409	23,988	24,765	25,536	26,208
7	19,593	21,872		24,049	24,384	25,016	25,882	26,743	27,420
8	20,289	22,754		25,024	25,359	26,044	27,001	27,949	28,632
9	20,983	23,635		25,996	26,336	27,068	28,118	29,153	29,841
10	21,677	24,514		26,970	27,310	28,094	29,238	30,359	31,054
11	22,374	25,398		27,943	28,284	29,124	30,354	31,567	32,264
12	23,068								
13	23,765								
14	24,460								
15	25,155	26,159		28,704	29,045	29,807	31,115	32,328	33,025
19	25,916	26,920		29,465	29,806	30,568	31,876	33,089	33,786

APPENDIX A CONTINUATION

1987-1988

	VOC. CERT.	BA	BA+30*	MA	MA+10	MA+20	MA+30	MA+40	PhD/EdD
BASE	16,059	16,476		18,078	18,396	18,716	19,037	19,355	19,998
Step									
1	16,059	17,265		18,958	19,294	19,631	19,971	20,309	20,983
2	16,781	18,183		19,971	20,310	20,702	21,133	21,566	22,244
3	17,505	19,104		20,984	21,327	21,771	22,296	22,822	23,507
4	18,231	20,019		21,999	22,342	22,841	23,461	24,075	24,767
5	18,954	20,939		23,014	23,357	23,909	24,624	25,333	26,029
6	19,676	21,857		24,026	24,375	24,979	25,788	26,591	27,290
7	20,402	22,776		25,042	25,391	26,050	26,951	27,847	28,552
8	21,126	23,694		26,057	26,406	27,119	28,117	29,104	29,815
9	21,850	24,611		27,069	27,424	28,186	29,279	30,357	31,073
10	22,572	25,527		28,084	28,438	29,254	30,445	31,613	32,337
11	23,298	26,447		29,097	29,452	30,327	31,608	32,871	33,597
12	24,021								
13	24,747								
14	25,470								
15	26,194	27,239		29,889	30,245	31,038	32,400	33,663	34,389
19	26,987	28,032		30,682	31,037	31,831	33,192	34,456	35,181

*BA+30 See Article VII, D-5 (75% of the difference between BA and MA).

B. Base for Vocational Certification requires use of three years experience for placement.

C. Base for any other level is dependent upon transcript of credits.

D. Experience limit for initial placement for vocational certified or R.N. shall permit placement not above Step 8. Other levels than vocational certification shall limit initial placement to Step 5.

E. Experience for vocational certification (three years) shall be used without proration. With this exception for the first three years when used toward vocational certification, all previous experience shall be equated as follows: College teaching 1:1; K-12 teaching - two years salary schedule credit per three years of teaching; related experience, but not in teaching - two years salary schedule credit per three years experience.

F. Each step on every salary level shall represent one year of satisfactory equated experience. An employee shall automatically progress on the salary schedule each year, unless he or she receives an unsatisfactory evaluation.

G. Preparations in the base load shall ordinarily be limited to three each semester. Each different catalog description shall be considered as a single preparation even though it may be taught by the same instructor more than once. Each preparation over three per semester assigned in whole or in part of the base load shall be paid according to the following schedule:

One Hour Course	$110
Two Hour Course	$170
Three Hour Course	$205
Four or more	$240

Extra preparations shall be paid only when base load has been filled and shall be limited to a total of $750 per employee during contract year 1985-86 and $500 per employee per year each contract year thereafter.

H. Upon prior written agreement between an instructor and appropriate administrator, a new course preparation fee shall be paid to the instructor at the completion of a course outline and performance objectives as defined in the Agreement. The fee shall be paid on the basis of $100 per credit hour, up to a maximum of $500. This will be paid one time only per course. Once the new course preparation has been completed and approved by the appropriate administrator, the instructor will be furnished a copy of the pay authorization.

I. Overload shall be paid at the rate of $340/credit or $249/contact hour.

J. The rate of pay for teaching in the COPE Program during the regular school year shall include an additional $165 per course incentive pay for courses taught in a prison setting and shall be limited to those courses in an instructor's base load in whole or in part, up to a maximum of two(2) courses per semester.

K. Existing preference for assignment of a course shall continue when the course title, number or prefix is modified if such labeling changes do not alter the qualifications for teaching the course.

APPENDIX A-1

1. An obligation of the College is to provide its Faculty with full base teaching loads with the fewest number of course preparations practical in each semester. The base teaching load shall be 31 to 32 credit hours or 40-44 contact hours per two semesters, unless this does not meet the minimum stipulated by the Legislature. The base load for Librarians and Counselors shall be 40 hours per week for a 33 week period, or its equivalent, to be assigned by their supervisor, not necessarily within the academic year. Prior to the finalized scheduling for second semester, the Administration shall notify the faculty member which of his/her courses are to be considered overload. The faculty member then has the option to decline the overload. In the first semester, the faculty member has the option to decline overload hours beyond 19 credit or 26 contact hours.

2. a. Each science laboratory shall be equated at three-quarters credit hour for each contact hour of such lab.

   b. An excess of 35 hours per week for nursing instructors working in the clinical areas will be considered an overload.

3. Overload Pay

   a. For instructors whose base load is calculated on credit hours, overload will be paid for all credit hours over 32 per contract year. For instructors whose base load is calculated on contact hours, overload shall be paid for all contact hours over 44 per contract year.

   b. Overload pay for hours beyond nineteen (19) credit hours or twenty-six (26) contact hours in the first semester shall be paid commencing with the second pay after classes begin and will be spread between that period and the last pay in December.

   c. For overload hours accrued in the second semester, the instructor may choose one of the following options to receive overload pay:

      (1) To be spread over remainder of the contract.
      (2) To be spread over the remainder of the semester.
      (3) Paid in a lump sum at the end of the semester.

   d. For overload hours accrued in the first semester, but not paid in the first semester, when total hours assigned for the contract year exceeds the base load, the instructor may elect to be paid that portion of the overload pay due but not paid under paragraph b above, in a one lump sum at the third pay period after classes begin in the second semester, or may elect one of the options in paragraph c above.

4. Salaries of Librarians, Counselors, and Nursing Instructors who work on extended contracts beyond the regular academic year shall be calculated as follows:

   a. Librarians and Counselors shall be paid at their hour rate (their base annual salary divided by 1,320 hours) for all scheduled hours worked under the extended contract. The schedule of hours to be worked shall be established in advance but may be less than eight (8) hours per day or forty (40) hours per week, and may be for less than five (5) days per week.

   b. Nurses will be paid for the summer session on an extended contract prorated from their base annual salary at the rate of 1/165 per scheduled day worked under an extended contract.

5. Concurrent Courses

Concurrent courses are two or more courses with different titles and content descriptions which are scheduled to meet during the same time period to be taught concurrently by the same employee. In determining extra preparation pay as provided for in Appendix A, each concurrent course within the base load shall be counted as .5 of a preparation, except that office education open-lab courses shall be counted as .8. Fractions of a preparation exceeding three within the base load shall be paid on a pro rata basis. Overload consisting of concurrent courses shall be paid on a contact hour basis. Determination of which courses are to be included within the base load and which preparations will be paid as extra prep shall be done to the best advantage of the employee.

In cases where base load is calculated on other than credit or contact hours, each concurrent course preparation will be equated as .5 of a preparation. Fractions of preparations exceeding three shall be paid on a pro rata basis.

6. Study Trip Courses

A study trip course is one for which credit is offered. A study trip course offered in the summer will be compensated at the summer school rate divided equally by the number of faculty involved. A study trip course beginning or ending within the academic year will be compensated at the base load or overload rate whichever is appropriate for the employee involved.

Each study trip course shall be identified separately even though several such trips share transportation and occur concurrently.

Necessary trip expenses for employees will be paid by the College.

7. Extended Courses

An extended course is any course with a schedule of classes which overlaps the regular academic year and shall be paid on the following basis:

a. Overload pay for that portion taught during the academic year.

b. Summer school rate for that portion extending past the academic year.

Extended courses cannot be assigned as part of a base load without the employee's prior consent.

8. Team Teaching

Employees involved in team teaching will be compensated on a pro rata basis according to the amount of time each spends teaching in any team taught course. When an employee is assigned as a coordinator for a team taught course, the employee will receive an additional stipend of $100.

9. Interim Courses

Any course which begins and ends outside the regular academic year will be paid at the summer school rate (Nursing faculty see Appendix A-1; 4-b).

10. In connection with summer school, it is understood that:

a. Summer school pay shall be at the rate of $28 per student credit hour.

b. The rate of summer school pay for the COPE Program shall be $28 per student credit hour to an average maximum of 20 students, plus travel.

c. Assignment of summer school classes, including COPE, will be made as follows:

(1) The summer school class schedule will be posted by May 1. Within ten (10) days of publishing the schedule, any employee desiring to teach in the summer session must inform the appropriate instructional administrator in writing of the classes he/she would like to teach, and their preferences for courses not yet scheduled.

(2) Any classes added to the schedule after May 10 will be offered to any employee who had indicated in writing to the appropriate instructional administrator prior to May 10 his/her desire to teach such summer classes.

(3) If more than one (1) qualified employee desires

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to teach such class, the assignment will be made in accordance with the seniority rotation procedure provided in Article VII, F., 2. of the Master Agreement.

(4) It is the responsibility of all employees desiring to teach during the summer session to furnish the appropriate instructional administrator a current summer address to which a registered letter (return receipt requested) may be mailed offering the assignment. If the College receives no reply within five (5) days after the return of the register receipt, or if the letter is undelivered, the class shall be offered to any other qualified employee who has requested that assignment.

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APPENDIX A-2

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

PROBATIONARY CONTRACT

THIS PROBATIONARY CONTRACT made between the Board of Trustees of MONTCALM COMMUNITY COLLEGE, (hereinafter called the Board) and ______________________________ (hereinafter called the Employee).

WITNESSETH:

Said Employee hereby contracts with said Board for the school year of ____________________ as defined in the Master Agreement, and said Board hereby contracts to hire said employee to work for **MONTCALM COMMUNITY COLLEGE**, such appointment to continue in full force and effect as provided in the current Master Agreement between the Board and the Faculty Council and may be terminated only as provided therein.

For and in consideration of such services for the school year __________, the said Board will pay to said Employee the sum of $____________, at Step __________ Level ________, of the current salary schedule, payable in 19 or 26 installments.

During such school year the Employee shall have __________ accumulated sick leave days available for use.

IN WITNESS WHEREOF the parties hereto have respectively set their hands and seals this day and year above written.

MONTCALM COMMUNITY COLLEGE

BY ______________________________
Chairman, Board of Trustees

BY ______________________________
Employee

BY ______________________________
Secretary, Board of Trustees

DATE ______________________________

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APPENDIX A-3

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

TENURE CONTRACT

THIS TENURE CONTRACT made between the Board of Trustees of MONTCALM COMMUNITY COLLEGE (hereinafter called the Board), and ________________________ (hereinafter called the Employee). **WITNESSETH:**

Said Employee having been employed two (2) or more consecutive years by said Board, and having received tenure status, hereby contracts with said Board for the school year ________ as described in the Master Agreement and said Board hereby contracts to hire said Employee to work for **MONTCALM COMMUNITY COLLEGE**, such appointment to continue in full force and effect as provided in the current Master Agreement between the Board and the Faculty Council and may be terminated only as provided therein.

For and in consideration of such services for the school year __________, the said Board will pay to said Employee the sum of $__________________, at Step _______, Level ______, of the current salary schedule, payable in 19 or 26 installments.

During such school year the Employee shall have _______ accumulated sick leave days available for use.

Said Employee shall annually, hereafter, so long as employed by said Board, receive a supplementary contract stating the salary and sick leave for the ensuing school year to which said Employee is entitled under rules of said board.

IN WITNESS WHEREOF, the parties hereto have respectively set their hands and seals this day and year above written.

MONTCALM COMMUNITY COLLEGE

By______________________________
Chairman, Board of Trustees

by______________________________
Employee

by______________________________
Secretary, Board of Trustees

Date______________________________

APPENDIX A-4

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

ANNUAL SUPPLEMENT TO TENURE CONTRACT

To: ______________________________ Date: ______________________

You are hereby notified that your salary for the school year ________________ beginning ______________ , ________, will be $________ at Step ________, Level ________, of the current salary schedule, payable in 19 or 26 equal installments. Such year shall begin as provided in Article VIII, A. 1.

It is further agreed that you will be allowed sick leave in accordance with the rules and regulations of the Board of Trustees for ______ days during the school year covered by this contract supplement less those days used between the date of issuance of this contract and the beginning date of the contract, plus days accumulated under summer school contract.

If you accept the terms of this tenure contract supplement, please date and sign and return the same to the Board of Trustees within seven (7) days of receipt of this notice.

MONTCALM COMMUNITY COLLEGE

By ______________________________
Chairman, Board of Trustees

by ______________________________
Employee

by ______________________________
Secretary, Board of Trustees

Date ______________________________

APPENDIX A-5

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

SUMMER SCHOOL CONTRACT

THIS CONTRACT made the ____ day of ______________, 19____ between the Board of Trustees of MONTCALM COMMUNITY COLLEGE, (hereinafter called the Board) and ______________________________ (hereinafter called the Employee).

WITNESSETH:

Said Employee hereby contracts with said Board for the summer sessions of 19____, commencing the ___ day of ______________, 19____, and said Board hereby contracts to hire said employee to work for **MONTCALM COMMUNITY COLLEGE**, such appointment to continue in full force and effect as provided in the current Master Agreement between the Board and the Faculty Council.

For and in consideration of such services for the summer session 19_____, the said Board will pay to said Employee in accordance with the provisions of Appendix A-1 of the Master Agreement.

IN WITNESS WHEREOF the parties hereto have respectively set their hands and seals this day and year above written.

MONTCALM COMMUNITY COLLEGE

BY______________________________
Chairman, Board of Trustees

BY______________________________
Employee

BY______________________________
Secretary, Board of Trustees

DATE______________________________

APPENDIX A-6

MONTCALM COMMUNITY COLLEGE
Sidney, Michigan

SABBATICAL LEAVE CONTRACT

THIS CONTRACT FOR SABBATICAL LEAVE made this ___ day of __, 19_, between the Board of Trustees of MONTCALM COMMUNITY COLLEGE (hereinafter called the Board) and ______________________________ (hereinafter called the Employee).

WITNESSETH:

Said Employee, having been appointed to Sabbatical Leave for the period _____, 19_, through ________, 19_, agrees to pursue certain goals as set forth in an accepted plan for Sabbatical Leave, and further agrees to keep the Board informed of any deviation from said plan, and further agrees to return to employment at **MONTCALM COMMUNITY COLLEGE** for a period of ______ after termination of this Sabbatical Leave appointment.

The Board grants this Sabbatical Leave and agrees to pay through regular payrolls to said Employee, _______, during the period of the Sabbatical as stated herein.

The Employee hereby agrees to reimburse the Board of compensation received during the Sabbatical Leave in an amount prorated on the basis of the fraction of _______ years (semesters) which he/she fails to remain with **MONTCALM COMMUNITY COLLEGE** following this Sabbatical Leave and hereby designates that this document shall serve as a promissary note in recognition of this obligation.

IN WITNESS WHEREOF the parties have respectively set their hands and seals this day and year above written.

MONTCALM COMMUNITY COLLEGE

By______________________________ Date______________________________
Chairman, Board of Trustees

By______________________________ Date______________________________
Secretary, Board of Trustees

By______________________________ Date______________________________
Employee

APPENDIX B

It is understood that the following schedule will be observed in connection with the 1985-86, 1986-87, 1987-88, and 1988-89 school years.

Fall, 1985

August 22 and 23	Conference Days
August 24	Classes Begin
September 2	Labor Day
November 28 and 29	Thanksgiving
December 18	Classes End

Spring 1986

January 9 and 10	Conference Days
January 11	Classes Begin
March 23 - 30	Spring Break
May 9	Classes End
May 9	Graduation
May 13	Conference Day

Fall, 1986

August 19 and 20	Conference Days
August 21	Classes Begin
September 1	Labor Day
November 27 and 28	Thanksgiving
December 15	Classes End

Spring 1987

January 7 and 8	Conference Days
January 9	Classes Begin
March 22 - 29	Spring Break
April 17	Good Friday
May 8	Classes End
May 8	Graduation
May 12	Conference Day

Fall, 1987

August 25 and 26	Conference Days
August 27	Classes Begin
September 7	Labor Day
November 26 and 27	Thanksgiving
December 21	Classes End

Spring 1988

January 14 and 15	Conference Days
January 16	Classes Begin
March 27 - April 3	Spring Break
May 13	Classes End
May 13	Graduation
May 17	Conference Day

Fall, 1988

August 23 and 24	Conference Days
August 25	Classes Begin
September 5	Labor Day
November 24 and 25	Thanksgiving
December 19	Classes End

Spring 1989

January 12 and 13	Conference Days
January 14	Classes Begin
March 19 - 26	Spring Break
May 12	Classes End
May 12	Graduation
May 16	Conference Day

APPENDIX C

This Agreement shall be effective August 16, 1985, and shall continue in effect through August 15, 1988. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MONTCALM COMMUNITY
COLLEGE
BOARD OF TRUSTEES

By Beatrice E. Dixon
Chairperson

By Dorothy Jean Munday
Secretary

MONTCALM COMMUNITY
COLLEGE
FACULTY COUNCIL

By James W. Lucke
President

By Lillian A. Downing
Secretary

MASTER CONTRACT

faculty

Mott Community College

MICHIGAN

616

FACULTY

MASTER CONTRACT

Effective

August 16, 1986 - August 21, 1989

An Agreement between the Charles Stewart Mott
Community College Board of Trustees and the
Mott Community College Education Association

AGREEMENT BETWEEN
BOARD OF TRUSTEES OF CHARLES STEWART MOTT COMMUNITY COLLEGE
AND
MOTT COMMUNITY COLLEGE EDUCATION ASSOCIATION

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AGREEMENT BETWEEN
THE CHARLES STEWART MOTT COMMUNITY COLLEGE BOARD OF TRUSTEES
AND THE
MOTT COMMUNITY COLLEGE EDUCATION ASSOCIATION

THIS AGREEMENT entered into this 17th day of March, 1987, by and between the Charles Stewart Mott Community College Board of Trustees, hereinafter sometimes called the "Board," and the MOTT COMMUNITY COLLEGE EDUCATION ASSOCIATION, hereinafter sometimes called the "MCCEA,"

WITNESSETH:

WHEREAS, the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain in good faith with respect to hours, wages, terms, and conditions of employment of Board personnel being fully described in Article I hereof,

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. Bargaining Unit. The Board recognizes the Mott Community College Education Association as the exclusive bargaining agent for all full and part-time professional personnel, now or hereafter employed at the College or on leave, included in the bargaining unit described as: all teaching faculty, counselors, area coordinators, health counselors, academic advisors, and related trade and technical instructors.

Excluded from the bargaining unit are those positions listed in Appendix A.

1. The term "faculty" when used hereinafter in this agreement shall refer to all professional employees represented by the MCCEA in the bargaining unit as above defined, unless otherwise indicated.
2. The term "Board" and "MCCEA" shall include authorized officers, representatives, and agents. Despite reference herein to "Board" and "MCCEA" as such, each reserves the right to act hereunder by committee or designated representative.
3. The term "College" shall refer to Charles Stewart Mott Community College.

ARTICLE II

Board of Trustees Rights

The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

ARTICLE III

Faculty and MCCEA Rights

A. The faculty members and the MCCEA, as the exclusive bargaining representative of the faculty members, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan Statutes now or hereafter enacted, except as expressly limited by the terms of this Agreement.

B. The MCCEA and its members shall have the right to use College building facilities for business meetings when such facilities are not otherwise in use. Use for other than business meetings shall be in accordance with the Board's rental rules applicable to restricted membership organizations.

C. MCCEA officers or designees shall have the right to use college equipment, including typewriters, duplicating equipment, calculating machines and audio-visual equipment (excluding radio and television equipment); provided (i) that no such equipment shall be removed from the College, and (ii) the equipment is not otherwise in use, and (iii) that permission to use such equipment is requested from the person having charge thereof. The MCCEA shall provide all materials and supplies and shall be responsible for all damages resulting from such use.

D. The MCCEA shall be given access to faculty members' mail boxes for the distribution of informational material, and the MCCEA and its members shall be permitted to use the bulletin board in each division to post notices of its activities and matters of MCCEA concern, provided that all mailings and postings are identified with the author's or organizations' name. No faculty member shall be prevented from wearing insignia, pins or other identification of membership in the MCCEA so long as the insignia, pins or identification do not disrupt the educational process.

E. The Board agrees to furnish to the MCCEA in response to requests from time to time all available information concerning the financial resources of the district, adopted budgets, Board minutes, and such other information as it may reasonably require, together with such information as may be necessary for the MCCEA to conduct its legitimate business. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board.

Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the MCCEA of that fact prior to reaching a final decision with respect thereto and will give the MCCEA the opportunity to meet with either the financial committee of the Board or such other representatives as the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation thereof.

F. The provisions of this agreement shall be applied in a manner which is not capricious or discriminatory and without regard to race, creed religion, color, national origin, age (except as otherwise provided in Paragraph F of Article IX), handicap, sex, or marital status.

G. Membership in the MCCEA shall be open to all faculty regardless of race, creed, religion, color, national origin, age, sex, handicap, or marital status. The MCCEA agrees to represent equally all faculty members without regard to membership or participation in, or association with the activities of, the MCCEA or any other faculty organization.

H. Each faculty member shall have the right to review and challenge that part of the contents of his/her personnel file that has been developed concerning his/her employment by the Board. A representative of the MCCEA may be requested to accompany the faculty member in such a review. Confidential credentials (and related personal references) normally obtained at the time of employment are specifically exempted from such review and shall be removed prior to the review of the file.

I. The President, the Vice President and the Representative Assembly Delegate shall each be released from classes for up to five (5) days per school year for the purpose of attending state or national level meetings. There shall be no deduction from salaries, provided that the MCCEA shall pay for the cost of any necessary substitutes. No released time shall be granted unless the MCCEA notifies the Office of the Vice-President of Academic Affairs in writing at least three (3) days in advance of the proposed absence.

J. One quarter (1/4) load, or one course, whichever is smaller but not less than three (3) contact hours shall be granted as reassigned time for the faculty co-chairperson of the CPSC, provided that the faculty member may elect to serve on an overload basis, if sections are available. During the academic year the President of the MCCEA shall be granted one-half (1/2) of a full contact-hour load as reassigned time, up to a maximum of eight (8) hours, and the MCCEA Grievance Officer shall be granted one-quarter (1/4) load, or one course, whichever is smaller, but not less than three (3) contact hours as reassigned time, provided that the MCCEA shall reimburse the cost at an overload pay rate.

K. The Board shall supply the MCCEA with suitable office space.

ARTICLE IV.

Membership, Fees and Payroll Deductions

A. All faculty members in the bargaining unit except those employed three-fifths (3/5) time or less, as defined in Paragraph A (3) of Article X shall, as a condition of continued employment by the Board:

1. Maintain membership in the MCCEA, or

2. Pay, as a representation fee, an amount equal to the membership dues of the MCCEA (which dues shall include the dues of the Michigan Education Association and the National Education Association).

B. Each faculty member employed three-fifths (3/5) time or less, except Civil Service and Building Trades personnel, shall either:

1. Maintain membership in the MCCEA; or

2. Pay each semester, as a representation fee, an amount equal to the part-time dues assessed by the MEA and the NEA, plus local dues prorated by contact hour, provided that the local dues shall not exceed twelve dollars ($12.00) per contact hour; or

3. Pay the local MCCEA dues prorated by contact hour, provided that he/she is already a member of the MEA and NEA.

4. The provisions of this section shall also apply to the summer session for employees hired only for the summer session of a given school year, except that the rate specified in Paragraph 2 shall be five dollars per weekly contact hour per summer session.

C. Any faculty member now employed by the Board who is not a member of the MCCEA and any faculty member hereafter employed by the Board, shall within thirty (30) days from the execution of this Agreement, or within thirty (30) days from the date of employment, or within thirty (30) days after the indemnity hereinafter mentioned is received and approved by the Board, whichever date is later in point of time, make application for membership in the MCCEA (which shall include membership in the Michigan Education Association and National Education Association) or pay said representation fee if membership is not desired.

D. Any such faculty member may sign and deliver to the Board an assignment authorizing the deduction of said dues or representation fee, as the case may be. All such assignments shall remain in effect from year to year unless employment by the Board is discontinued or until revoked in writing between June 1 and September 1 of any year.

E. Upon presentation of the assignment to the payroll office of the Board, deductions shall be made for dues or representation fees in eight (8) equal installments on alternate pay dates, four in each semester except that,

1. Deduction of dues or representation fees for faculty employed after the opening of College or after this Article becomes operative shall be made in equal installments on the regular deduction dates remaining in the school year after the date of employment or after this Article becomes operative, whichever shall be later.

2. Any dues or fees erroneously deducted by the Board and transmitted to the MCCEA or the Michigan Education Association shall be refunded to the Board or the faculty member on demand.

3. If a faculty member, after all authorized or mandatory deductions or garnishments, shall not have sufficient funds due to him/her to provide for payment of said dues or representation fee, no sum shall be deducted, and the MCCEA shall assume the duty of direct collection from the faculty member. The MCCEA shall assume the same responsibility in all cases where no deductions have been made because a faculty member's earnings are insufficient during any pay period to pay such dues or representation fee.

F. In the event that a faculty member fails to pay the membership dues or representation fee, the Board shall cause the termination of the employment of said faculty member as of the end of the school year in which said failure occurs. The parties expressly recognize that the failure of any faculty member to comply with the Provisions of this Article shall constitute reasonable and just cause for discharge.

1. The procedure in all cases of discharge for violation of this Article shall be as follows:

    a. The MCCEA shall notify the faculty member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.

    b. If the faculty member fails to comply, the MCCEA shall file charges in writing, with the Board, and shall request termination of the faculty member's employment. A copy of the notice of non-compliance and proof of service thereof shall be attached to said charges.

    c. The Board, upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said faculty member is protected by the provisions of this contract, all proceedings shall be in accordance with such provisions. In the event of compliance at any time prior to discharge, charges may be withdrawn.

2. In the event that a part-time faculty member fails to pay the representation fees as required in Section B above, the following procedure shall apply:

    a. The MCCEA shall notify the faculty member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that he/she will not be rehired by the College after the semester in which such failure occurs.

b. The MCCEA shall notify the Board of the names of such part-time employees fifteen (15) days prior to the end of classes in any given semester or session. In the event of compliance at any time prior to such notice, the faculty member may be rehired at the discretion of the Board.

G. The Board of Trustees shall furnish the MCCEA with the name and address of any newly hired faculty member whose position is included in the bargaining unit within two (2) weeks after the date of employment. The MCCEA shall from time to time promptly deliver to the Board an alphabetical list of all members of the MCCEA in good standing.

H. The MCCEA shall furnish the Board a directive as to the proper allocation of the dues and representation fees. With respect to all sums deducted by the Board pursuant to authorizations of the faculty members, whether for membership dues or representation fees, the Board agrees within fifteen (15) days after the end of the month in which deductions are made to remit to the MCCEA that portion allocated to the MCCEA and to remit the balance to the Michigan Education Association, at 1216 Kendale Boulevard, Box 673, East Lansing, Michigan, 48823, accompanied by the alphabetical list of faculty members for whom such deductions have been made.

I. This Article shall not become operative until the MCCEA and the Michigan Education Association execute and deliver to the Board an agreement under which the MCCEA and the Michigan Education Association jointly and severally agree to save the Board harmless from and indemnify the Board against any and all claims, demands, losses, costs, and expenses of whatsoever kind (including reasonable attorney's fees) arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of Paragraph E., 3., and Paragraph F. of this Article, and the defense of actions taken against the Board before any court or administrative agency.

ARTICLE V.

Academic Freedom

The faculty member is a citizen, a member of a learned profession and a representative of an educational institution. His/her special position in the community imposes special obligations in the judicious use of his/her freedoms. He/she shall remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she will at all times try to be accurate, shall exercise appropriate restraint, and shall show respect for the opinions of others as he/she exercises the following freedoms:

A. Each faculty member shall have full rights of citizenship to act, speak, or write as a citizen or in his/her professional pursuit of research activities free from institutional approval, censorship, or discipline.

B. Each faculty member shall have full rights of citizenship to participate or not to participate in religious and political activities free from institutional censorship or discipline.

C. Each faculty member shall be entitled to freedom of discussion both within the classroom and in reports of research activities on all matters which are within his/her area of competence.

D. Whenever any monitoring or monitoring device is used, the faculty member shall inform the student or students involved. There shall be no monitoring or monitoring devices, or any type of communications device (e.g., tape recorder) in presence or use in the classroom or office without prior consent of the faculty member involved, except as specifically provided for elsewhere in this agreement.

E. The faculty member shall be responsible for the evaluation of all students assigned to his/her classes. The grades given by any member of the faculty may not be changed without his/her consent except that in the event of extended unavailability of a faculty member, or in the event a court orders or recommends a review or change of grade, the following procedure shall apply:

    1. Within a total time span of ten (10) working days, the division chairperson shall convene a panel of five (5) faculty members, selected by the division faculty, to review any request for a grade change and collectively issue a grade. The division chairperson shall serve ex officio as chairperson of the panel, record the official results of the panel's deliberations, and notify the appropriate parties of the panel's decision.

F. All examinations, supplementary materials, lecture notes, and other materials composed by the faculty member are his/her property.

When given as a regular part of course requirements, a copy of a final examination, and class record books, shall be kept on file by the faculty member for a period of one (1) year. Such examinations and class record books may be requested to document questioned grades. Such documentation shall be made by the faculty member. The instructor shall inform his/her Division Chairperson of the existence of an "I" grade and provide him/her with a detailed explanation of the work required for its removal either prior to (a) leaving the campus for the summer, or (b) terminating his/her employment.

G. The establishment of grading standards and practices for credit by examination shall be the responsibility of the faculty in the appropriate subject area.

H. Faculty members shall follow the approved topical outline on file in the division office.

ARTICLE VI.

Human Relations

A. Whereas, the Board and MCCEA are mutually committed to the human rights and dignities of all and to policies and programs of racial integration and desegregation as being necessary to good government, good education, and good management; and

Whereas, the parties to this Agreement are mutually committed to the necessity of equal educational opportunity for all students with no exclusion from any program on the basis of race, sex, religion, creed, or social status:

1. The MCCEA agrees to continue to admit persons to membership without discrimination on the basis of race, sex, creed, color, religion, or national origin, and to represent fairly all faculty members subject to the terms of this Agreement.

2. The Board agrees to continue its policy of not discriminating against any faculty member on the basis of race, creed, color, religion, national origin, or sex in hiring, placement, and assignment of personnel covered under terms of this Agreement.

3. The Board shall make all reasonable efforts to recruit minority group members for employment in the College and to affirmatively act to increase minority employment.

B. To implement this effort the Board will adopt the following procedures:

1. The Board shall regularly communicate with institutions training substantial numbers of minority group members for the teaching profession.

2. Campus visits for the purpose of recruiting will be scheduled when it would appear that such visitations will result in successful recruiting. Such visitations may be cancelled when there is an insufficient number of teaching candidates who have scheduled interviews.

3. The parties recognize that faculty members shall be an integral part of the recruiting effort. Faculty members shall participate in recruiting trips when practicable. Faculty members participating in recruiting trips shall be selected by the Office of the Vice President of Academic Affairs. The Office of the Vice President of Academic Affairs shall give the MCCEA the names of faculty members selected.

4. Recommendation of potential teaching candidates by community leaders and community organizations will be given careful consideration.

ARTICLE VII.

Negotiation Procedures

A. Not later than February 15 of the calendar year in which this Agreement expires, the Board agrees to begin negotiations with the MCCEA concerning a successor agreement, in accordance with the procedures set forth herein. Any agreement so negotiated shall apply to all faculty members and shall be reduced to writing and signed by the Board and the MCCEA provided, however, that if agreement as to the College calendar is not reached by March 1, the College may proceed with the steps necessary to publish a tentative calendar.

B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without the College District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the MCCEA.

C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

D. When it is mutually agreed that negotiations referred to in Paragraph A between the MCCEA and the Board shall take place during the school day, any faculty member so engaged shall be released from regular duties without loss of salary.

E. In the event the negotiations described in Paragraph A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

ARTICLE VIII.

Compensation and Expenses

A. The salaries of faculty members employed to teach in the College and the rules governing the placement of such faculty members on such salary schedule are set forth in Appendix B-1, B-2, and B-3.

B. 1. Salary differentials shall be paid as set forth in Appendix C; provided, however, that the Board reserves the right to eliminate any position paying a salary differential or to add positions to the said list as may be determined after negotiations between the Board and the MCCEA, and further provided, that positions carrying salary differentials shall be considered extra duty for extra pay and no continuing contract shall be granted for such positions.

2. Salary differentials payable from funds other than state and local taxes are not included in Appendix C. All such differentials are subject to change or termination at any time such funds are not available for this purpose.

C. All adjustments to salary as a result of additional training shall be effective at the beginning of the payroll period succeeding the date that a certificate that such training has been successfully completed is received by the Office of Human Resources. It shall be the responsibility of the faculty member to obtain such a certificate and deliver or cause such certificate to be delivered to the Office of Human Resources.

D. The granting of training increments shall be governed by the following procedure:

1. Training increment credit (beyond a Bachelor's degree) must be graduate credit earned subsequent to admission to an accredited graduate school unless the accredited institution states, in writing, that such credit is transferable as legitimate graduate credit.

2. Training increments shall not be given for any graduate courses in which a grade of B- or less is earned if such credit is found to lower the grade point average to less than a B for that particular increment request.

3. An "Approval" form to be provided by the Board shall be on file in the Office of Human Resources before training increment credit will be allowed. The approval form is listed as Appendix K.

4. The granting of training increments for graduate courses may be challenged by the appropriate Dean solely on the grounds of inadequate relevance to the faculty member's professional functions. In the event of such challenge, the Administrative Faculty Committee described in Article X., H., 3., shall be convened to rule upon the relevance of the work in question, provided that a majority vote of the total membership of the Review Board shall be required to deny a

training increment, and further provided that neither the Dean making the challenge nor the faculty member being challenged shall serve on the Administrative Faculty Committee during this procedure. The decision of the Administrative Faculty Committee shall be final and shall not be subject to the Grievance Procedure.

5. Whenever any faculty member shall take training germane to his/her professional duties and such training shall not clearly satisfy the requirements of Paragraphs 1 & 2 above, any credit and the amount of credit toward salary increments shall be determined by the Administrative Faculty Committee described in Article X., H., 3., upon request of the faculty member, provided that a majority vote of the Committee shall be necessary to establish any such credit. Request for determination of such credit shall be made within 30 days of the beginning of the next semester, unless extenuating circumstances can be shown. The decision of the Committee is not grievable.

E. Any faculty member who is not given a car allowance and who is authorized to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the rate of 21.0 cents per mile. Should the IRS raise their allowable mileage rate above 21.0 cents per mile, said increase will go into effect at the beginning of the next semester or session. It is agreed that such adjustment does not require any retroactive pay. Requests for mileage reimbursement shall be made on appropriate forms (Appendix J).

F. Substitute faculty members shall be provided at Board expense whenever necessary for a faculty member conducting a field trip with students.

G. All faculty members holding basic yearly contracts may elect to receive their yearly pay in 20 installments or 26 installments.

1. All faculty members wishing to receive their annual pay in 26 installments must elect this method of payment. Faculty members coming to Mott Community College for the first time must make such election at the time of signing their contract. All other faculty members must notify the Office of Human Resources of their desire to be paid in 26 installments before the first day of class of the fall semester. The election, once made, shall be irrevocable for the fiscal year. If no election is made, the faculty member shall be paid in 20 installments.

2. All voluntary deductions such as insurance premiums, charitable contributions, and sums due to the credit union shall be deducted from the first 20 installments due to the faculty member regardless of the number of salary installments. All statutory deductions such as FICA and federal, state, and city income tax deductions shall be made from each pay installment regardless of the number of installments.

3. All paychecks falling due after the close of the College for the summer vacation shall be mailed to the last address of the faculty member shown on his/her personnel records unless the faculty member shall give other directions to the Office of Human Resources. Forms

for recording faculty members' summer addresses will be available prior to the end of the academic year.

ARTICLE IX.

Faculty Contracts, Security of Employment, Resignation and Staff Reduction

A. Preamble

Basic yearly contracts covering the Fall and Winter semesters shall be issued to all faculty hired to teach more than three-fifths (3/5) time. Such contracts shall be either temporary, probationary, continuing or year to year, as the case may be. Supplemental contracts may be issued for additional extended periods as determined by the Board.

1. Temporary Contracts shall be issued to faculty members hired to teach more than three-fifths (3/5) time for an academic year's duration. Faculty members holding such contracts shall receive regular probationary contracts upon being rehired to teach more than three-fifths (3/5) time with full credit towards probationary service as outlined in Section A., 2. Temporary contracts shall also be issued to faculty members hired to teach 3/5 time or less in any given semester as determined by the Board.

2. Probation. During their first three (3) academic years at the College, all full-time faculty members in the bargaining unit shall be deemed on probation (See Appendix F-1 for probationary contract), provided that credit for not less than one (1) year of probationary service shall be given for teaching and counseling at other accredited universities, colleges or community colleges. Any full-time faculty member who has terminated or terminates his/her employment at the College may be required by the Board to serve one (1) year of probation upon re-employment. No credit toward probationary service shall be given for service in kindergarten through twelfth grade.

3. Continuing Contracts. After satisfactory completion of probationary service, the following full-time faculty members shall be granted continuing contracts (Appendix F-2) with full right to hearing and appeal as provided in Paragraph C of this Article.

   a. Any faculty member of vocational and technical subjects, regardless of degree held, and

   b. Any other full-time faculty member who now or hereafter holds a master's degree in the field which he/she is assigned to teach or counsel; provided that any full-time faculty member who obtains his/her master's degree after September 1, 1969 shall be given a continuing contract if he/she is assigned to teach in the field of his/her master's degree, beginning with the academic year in which he/she secures his/her degree.

4. Contracts from Year to Year. Any full-time faculty member without a master's degree, other than vocational and technical instructors, shall be given a contract (Appendix F-3) for the basic term, subject to renewal at the will of the Board, provided that if any such

faculty member whose services are otherwise satisfactory shall take training sufficient to indicate that he/she will obtain a master's degree within three (3) successive academic years, his/her contract shall be renewed in each of said three (3) years. Any faculty member taking work toward his/her master's degree as herein provided shall be entitled to a hearing and appeal as provided in Paragraph C of this Article, including subparagraph 3., h., of Paragraph C of this Article.

B. Discontinuance of Probationary Faculty Member's Services

1. At least sixty (60) days before the close of each academic year or the end of the Fall semester if initially hired for the Winter semester, the Board shall provide the probationary faculty member with a definite written statement as to whether or not his/her work has been satisfactory, provided that failure to submit a written statement shall be considered as conclusive evidence that the faculty member's work is satisfactory, and provided further that any probationary faculty member shall be employed for the ensuing year unless notified at least sixty (60) days before the close of the academic year or the end of the Fall semester if initially hired for the Winter semester, that his/her services will be discontinued.

2. Any probationary faculty member whose services are discontinued because his/her services are deemed unsatisfactory or whose services are discontinued for other cause may process his/her dismissal through the first four levels of the grievance procedure only, and the Board may not waive the hearing at the fourth level. Any hearing held before the Board of Trustees at the fourth level of the grievance procedure shall be conducted in accordance with the provisions of Paragraph C (3) a, b, c, and g.

C. Discharge or Demotion of Faculty Member on Continuing Contract

Discharge or demotion of a faculty member on continuing contract may be made only for reasonable and just cause, and only after such charges, notice, hearing, and determination thereof, as are herein provided, to wit:

1. All charges against a faculty member shall be in writing, signed by the person making the same and filed with the Secretary, Clerk, or other designated officer of the Board, provided that charges concerning the character of professional service shall be filed at least sixty (60) days before the close of the academic year. The Board, if it decides to proceed upon such charges, shall furnish the faculty member with a written statement of the charges, and shall, at the option of the faculty member, provide for a hearing to take place not less than thirty (30) days nor more than forty-five (45) days after the filing of such charges.

2. On the filing of charges in accordance with the preceding Paragraph, the Board may suspend the accused faculty member from active performance of duty until a decision is rendered by the Board, but the faculty member's salary shall continue during such suspension, provided that, if the decision of the controlling Board is appealed

and the arbitrator reverses the decision of the Board, the faculty member shall be entitled to all salary lost as the result of such suspension.

3. The hearing shall be conducted in accordance with the following provisions:

   a. The hearing shall be public or private at the option of the faculty member affected.

   b. No action shall be taken resulting in the demotion or dismissal of a faculty member on continuing contract except by majority vote of the members of the Board.

   c. Both the Board and the person filing charges may be represented by counsel.

   d. Testimony at the hearing shall be taken on oath or affirmation.

   e. The Board shall employ a stenographer who shall make a full record of the proceedings at such hearing and who shall, within ten (10) days after the conclusion thereof, furnish the Board and the faculty member affected thereby with a copy of the transcript of such record which shall be certified to be complete and correct.

   f. Any hearing held for the dismissal or demotion of a faculty member on continuing contract must be concluded by a decision in writing, within fifteen (15) days after the termination of the hearing. A copy of such decision shall be furnished the faculty member affected within five (5) days after the decision is rendered.

   g. Both the Board and the faculty member may call witnesses and offer competent and relevant testimony and documentary evidence at the hearing.

   h. Any faculty member on continuing contract shall have the right to appeal any decision of the Board under this Paragraph C within thirty (30) days from the date of the Board's decision to an arbitrator. The arbitrator shall be selected in the manner set forth in Article XVIII, Paragraph D., 5., of this Agreement. The expense and fees of the arbitrator shall be borne equally by the MCCEA and the Board. Notice of hearing before the arbitrator and the conduct of such hearing shall be as provided in Paragraph C of this Article to the extent that said Paragraph is applicable.

D. Staff Reduction

Upon giving initial written notice of ninety (90) days or notice as provided in Paragraph 2 below, the Board may without hearing lay off any faculty member at the end of the academic year because of necessary reduction in personnel, due to program elimination or reduced student enrollments, provided that when such reduction is contemplated the Board shall notify the President of the MCCEA at least seven (7) days prior to the Board's decision. Said notice to the Association President shall include information similar to that provided to the Board and a listing of positions to be eliminated as soon as such list is available to the Board.

In the Event of a proven economic necessity, the MCCEA agrees to reopen negotiations to establish the means of computing and assuming its proportionate share of any necessary reductions. An economic necessity shall be established when a revenue shortfall would leave the college with a projected general fund balance of less than one (1) percent. Said general fund balance shall not include the amounts earmarked for vacation, terminal, and sick leave accruals. In the event negotiations are not successful by the end of thirty (30) days and do not resolve the issue to the satisfaction of both parties, the Board may lay off faculty to equate to the proportionate share of any necessary reductions as indicated above. Faculty to be laid off under this provision shall receive at least sixty (60) calendar days' notice of lay off prior to the end of the academic semester. Any faculty who may receive a layoff notice pursuant to Article IX, D, 2 shall receive at least thirty (30) calendar days' notice of layoff prior to the end of the academic semester.

1. The Board shall determine the areas in which layoffs shall occur, and faculty shall then be laid off in the following order: part-time faculty, full-time temporary faculty, probationary faculty, year-to-year-contract faculty, and lastly continuing-contract faculty. Retention of non-temporary faculty (i.e., probationary, year-to-year-contract, and continuing-contract) shall be determined by institutional faculty seniority. In cases of equal seniority, the affected faculty shall draw lots.

2. Non-temporary faculty receiving notice of layoff may request a review of their qualifications by the Administrative Faculty Committee established in Article X, Section H, Paragraph 3 of this Agreement, to determine eligibility for transfer to another position. The Committee shall review the qualifications for the position, including any job descriptions, licenses, certificates, state and federal requirements, and other requirements necessary for funding. In case of a tie vote by the Committee, the transfer will be allowed and the transferred faculty member will be placed on probation for one (1) year. If such transfer results in bumping a non-temporary faculty member with less seniority, that faculty member shall also have the opportunity to appeal to the Committee. The Committee shall process all appeals as expeditiously as possible. In the absence of a Committee decision, the Board shall have the right to determine eligibility for transfer. In no case shall any notice of layoff be issued later than sixty (60) days prior to the end of the academic year. The decision of the Committee or the Board as to eligibility for transfer shall not be the subject of a grievance.

3. In the event that a non-temporary faculty member shall remain employed in the College at less than a full load as a result of actions taken pursuant to the provisions of Paragraph 1 and/or 2

above, he/she shall continue to accumulate full faculty seniority and if employed at 3/5 time or less, shall be entitled to request and receive health insurance provided in Article XV., B., by paying a pro-rata share of the cost determined by his/her teaching load. This is subject to limitations of the insurance carrier.

4. Laid-off faculty members shall have no right to recall after the expiration of three (3) years; during those three (3) years they shall be reinstated in inverse order of layoff in vacant positions for which they are qualified. Subject to carrier limitations, the Board shall continue to provide health insurance protection as set forth in Article XV of this agreement for a period equivalent to one year provided the faculty member is not covered by another plan.

5. The Board shall notify laid-off faculty members of subsequent vacant positions for which they are qualified, by regular mail, to the last address registered by the faculty members in the Office of Human Resources.

   a. No new appointments shall be made, except on a temporary basis, until thirty (30) days after the mailing of such notification.

   b. No appointment of new faculty members shall be made until all those laid-off faculty members qualified for the vacant position have been given an opportunity to be re-employed.

   c. Any notice of recall to a faculty member will be by certified mail.

   d. If a faculty member does not return to work at the time specified in his/her recall notice, the Board shall have no further employment obligation to him/her except as provided in f. below.

   e. If a faculty member has been recalled and is prevented from doing so by illness, with a doctor's statement, a contractual obligation with documentation that the other employer will not release him/her, or other emergency mutually agreed upon, his/her right to recall shall be extended for a period of one (1) year.

   f. Any faculty member who is recalled to a position shall be allowed time to provide reasonable notice of termination to his/her current employer. Return must be at the beginning of a semester unless otherwise mutually agreed.

6. During said layoff, such faculty member's seniority and sabbatical leave credits shall continue to accumulate. Sick and emergency leave days and salary schedule credits shall be frozen at layoff and reinstated upon recall. College or university teaching and counseling experience gained during layoff shall be evaluated by the College for salary purposes upon re-employment.

7. Any faculty member who is transferred because of a layoff shall receive preferential consideration for any vacancies in his/her

former position, provided there are no faculty members on layoff who are qualified for the position.

E. Resignation

No faculty member shall discontinue his/her services with the Board except by mutual consent without giving a written notice to said Board at least (60) days prior to the end of the academic year.

F. Retirement

Nothing herein shall be construed as preventing the Board from establishing a reasonable policy for retirement to apply to all faculty members who are eligible for retirement under Act 184 of the Public Acts of 1937 as amended.

Members of the staff shall be retired at the close of the school year during which they reach age 70. The school year is hereby defined as the beginning of July 1 of any given year and ending June 30 of the following year. In extenuating circumstances only, the President may recommend a year-to-year extension to the Board.

G. Seniority List

The Board shall provide an institutional faculty-seniority list to the MCCEA upon request. This list should be updated by January 1 of each subsequent year.

H. The Board commits itself to the goal of maintaining a well qualified full-time and part-time faculty. It will make every effort to maintain a reasonable ratio between the numbers of full-time faculty and part-time faculty so that the quality of the instructional program is maintained.

In order to facilitate planning by faculty who may seek to transfer or retrain, the College shall develop a list specifying the number of full-time, part-time and overload sections taught in each course during each semester of the academic year. Such list shall be distributed to all faculty members by December 1 of each year. The initial list shall reflect each semester's experience for the past three years and shall be published by December 1, 1982. As soon as possible, the list shall include data for the last five years, and may also include any projections as to change which the College sees fit to make.

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ARTICLE X.

Conditions of Employment

A. Basic Load--Full-Time Teaching Faculty

1. The parties recognize that teaching loads described in terms of contact hours per week per semester vary from Division to Division and program to program in the College. Therefore, the actual number of contact hours within each Division and program will be determined by instructors within each individual Division with the advice of the Division Chairperson and the approval of the President.

2. The regular and standard teaching load of a full-time faculty member shall be 12 to 16 contact hours per week in accordance with divisional practices existing in the 1968-69 academic year, except:

   a. Faculty members teaching in the Dental Hygiene Program at the College shall have a teaching load not to exceed 18 contact hours; clinical instructors shall not exceed 24 contact hours.

   b. Practical nursing clinical instructors shall have a teaching load not to exceed 18 hours for PN 157 and 20 hours for PN 166 and 167.

   c. Reading instructors and manual communications instructors shall have a teaching load not to exceed 18 contact hours per week per semester, and Respiratory Therapy instructors will have a teaching load not to exceed 20 hours for clinic, 18 hours for clinic and theory and 16 hours for theory.

   d. Fine Arts faculty members whose major duties involve art studio or music studio courses shall have a teaching load not to exceed 18 contact hours per week per semester.

3. A three-fifths (3/5) time teaching load is defined as three-fifths (3/5) the contact hours needed for a full-time load in the subject area or discipline within the division.

4. When a full load is not available for a faculty member in fulfilling his/her normal professional responsibilities, the College, after consultation with the faculty member, shall make available to him/her professional assignments for which the College believes he/she is qualified and for which the College has need. The faculty member may also apply for available reassigned time, counseling, teaching, or advising assignments for which he/she feels qualified. All course options, counseling assignments, and advising assignments offered by the College and those initiated by the faculty member shall be presented to the joint Administrative Faculty Committee established in Article X., H., 3. A majority vote of the Committee is required to reject the faculty member's qualifications. Any reassigned time assignment shall require usual administrative procedures for approval.

a. If there are no assignments available under Article X., A., 4. for which the faculty member is qualified, his/her salary and benefits shall not be prorated.

b. If the faculty member refuses to accept any of the assignments offered in Article X., A., 4. for which he/she is qualified, his/her salary and benefits shall be prorated.

c. Nothing in this Agreement shall be construed as preventing any faculty member with a full load from applying for an assignment in another discipline or a reassigned time project and relinquishing part of his/her regular load in exchange for the new assignment if approved by the College.

5. If a faculty member is assigned a work load in more than one discipline/area, his/her load shall be prorated on a percentage basis according to the normal full-time loads of the disciplines/areas involved in that semester.

6. In no event shall a faculty member be paid for extra duties under this Article unless his/her yearly teaching load shall exceed the yearly divisional requirements.

7. A faculty member shall not be assigned more than two course preparations unless more are needed to carry a full load. For those courses not under team teaching, having several parts, such as quiz, laboratory and lecture, one faculty member shall be assigned to the various parts for the students registered for the lecture portion of the course, whenever feasible.

8. Faculty members shall maintain at least six office hours per week and shall make such additional provisions for student consultations as may be necessary and reasonable.

Faculty members may schedule up to two of their six office hours at appropriate off-campus teaching locations. Off-campus office hours shall not exceed the proportion of load taught off campus.

Consultation hours shall be posted on the faculty members' office doors and shall be filed with their division chairpersons and the office of the Vice President of Academic Affairs.

On approval of the Division Chairperson, faculty members may elect to substitute other activities for two (2) of the six (6) required office hours. Examples of such activities are writing lab, tutorial services and laboratory development. Faculty members with off-campus assignments as part of their regular load may elect to hold one of their regularly-scheduled consultation hours at the off-campus location.

9. A contact hour is defined as a fifty-five (55) minute period of the faculty member's time spent in his/her regularly assigned instructional load. (Except as may be otherwise agreed to by the parties in writing.)

10. The number of advisees assigned to each faculty member shall not exceed twenty-five (25) during any semester or summer session.

11. For each of his/her assigned classes, every faculty member shall provide his/her Division Chairperson and students a copy of his/her topical outline, the approved objectives and his/her grading and attendance policies prior to the end of the first week of classes, except when extenuating circumstances require an extension. The changes to this item will become effective Fall, 1987.

B. Part-Time Faculty Members

1. Any part-time faculty member employed for more than a three-fifths (3/5) load (as defined in A above) shall be paid on the salary schedule set forth in Appendix B in proportion to the number of contact hours taught.

2. The pay rate for faculty members, other than interns, employed for a three-fifths load or less shall be four hundred and fifty dollars ($450) per weekly contact hour per semester. Adjunct Faculty shall be paid four hundred sixty eight dollars ($468) per weekly contact hour per semester. Effective Fall, 1987, the rate for faculty members, other than interns, employed for a three-fifths load or less shall be four hundred seventy three dollars ($473), and for adjunct faculty, four hundred ninety one dollars ($491). Effective Fall, 1988, the rate for faculty members, other than interns, employed for a three-fifths load or less shall be four hundred ninety four dollars ($494), and for adjunct faculty, five hundred thirteen dollars ($513). For those employed in counseling, the rate shall be 66 2/3% of the appropriate rate specified above.

3. Part-time faculty members shall share in other professional duties as such duties pertain to preparation of lecture materials, laboratory preparations, and the holding of office hours.

4. Effective Fall Semester, 1986 a part-time instructor shall be granted the status and title of Adjunct Faculty member after having completed six semesters of employment and having taught a minimum of 30 contact hours. Also, to receive the title of Adjunct Faculty the instructor must have received three written evaluations with a rating of satisfactory or above. Said evaluations must be on file in the Human Resources Office. Part-time faculty who have been employed during or since Fall Semester 1982 and meet the semester and contact hour requirements above but do not have the necessary evaluations may receive Adjunct Faculty status with a minimum of one evaluation and the recommendation of the appropriate faculty of the Division and the Division Chairperson and the approval of the appropriate Dean. This provision will be implemented by providing that between March 20, 1987 and the end of the Spring Semester, 1987, all part-time persons meeting the criteria for adjunct status as set forth herein, namely, six semesters of teaching and a minimum of 30 hours teaching during said time, will be evaluated by the end of the term for the purposes of being designated adjunct faculty. Failure to evaluate during said period will automatically place said part-time persons in adjunct status for the purposes of this Agreement.

. Counselors' Work Load

Counselors shall have a work load of thirty-five (35) hours per week to be assigned in accordance with divisional policies and practices approved December 9, 1971.

D. Academic Advisors' Work Load

Full-time academic advisors shall have a load of thirty-five (35) hours per week. Faculty members who are part-time advisors shall have their advising load calculated according to the following formula: thirty-five (35) multiplied by the percentage of his/her current semester load that has been assigned for advising.

E. Registration

1. Instructors shall not be required to work more than eight hours spread over two days during late registration periods for Fall and Winter semesters with such time to include advisement duties and meetings.

2. Counselors shall not be required to work more than one regular work day during late registration periods for the Fall and Winter semesters.

3. Faculty members shall not be required to do clerical work during late registration periods.

4. Faculty members shall not be required to work during late registration for summer session classes.

5. The reporting dates for faculty shall be as listed in Appendix D.

6. The Board will schedule all meetings at which faculty attendance is required on the same day during final regular registration periods.

7. After the first week of classes of each semester, no student will be added to a class without written permission from the instructor.

F. Substitution by Faculty Members

Faculty members who are requested and agree to substitute shall be paid at the rate of 6.25 percent of the part-time rate per contact hour effective at ratification.

G. Summer Assignments

1. Any full-time faculty member assigned to teach in Summer session shall be paid at 20.0 percent of his/her regular salary of the preceeding academic year for a full load equated to his/her highest full-time semester load during the Summer session. Effective Fall, 1987, the rate shall be 19.0 percent, and effective Fall, 1988, 18.0 percent. The faculty member is committed to hold office hours and to assume all regular academic year responsibilities during the Summer session.

2. The full-time teaching load shall be the same as that specified in sections A., C., and D. Pay for a partial load shall be prorated on the basis of the highest full-time semester load.

3. Any faculty member assigned a load of more than three-fifths (3/5) time in a Summer session shall be paid at the rate specified in Paragraphs 1 and 2 above. Faculty employed full time for Summer session only shall not be entitled to fringe benefits under Article XV except that any faculty member taking benefits under Article XV-J shall have their benefits paid in full for the appropriate months.

4. Any part-time faculty member teaching three-fifths (3/5) time or less in a Summer session shall be paid at the rate of fifty percent (50%) of the rate in B., 2., per weekly contact hour per Summer session. Any part-time counselor employed three-fifths (3/5) time or less in a Summer session shall be paid at the rate of fifty percent (50%) of the rate in B., 2., per weekly contact hour.

5. No full-time faculty member shall be required to accept a Summer assignment. However, any full-time faculty member desiring such assignment shall be given priority over a substitute, and/or part-time faculty members.

6. Summer session courses are those courses offered after the close of the second semester of any academic year and before the beginning of the first semester of the next academic year.

7. Any sequential courses or courses without multiple sections which have fifteen (15) students or more by the end of final regular registration shall be held.

8. If a pink-slipped instructor is granted a Summer assignment as a probationary or continuing contract instructor, the validity of any layoff notice previously issued will not be affected thereby unless specifically recalled.

H. Overloads

1. Instructors shall not teach an overload during their first probationary semester at the college. During their second, third, and fourth probationary semesters, instructors may teach an overload provided that they specifically request to do so and that their respective evaluation committees approve the request and forward it to the appropriate Dean, whose decision shall be final.

2. No faculty member shall be required to carry an overload during any semester or Summer session.

3. Courses remaining without instructors after full-time loads have been assigned shall be first made available to qualified full-time faculty members within the division on an overload basis to a maximum of ten (10) contact hours except that in extenuating circumstances additional hours may be allowed by mutual agreement between the appropriate Dean and the faculty member, subject to the approval of a majority of a Committee comprised of two (2) Vice Presidents or their designees who shall be at the Dean level or above and two (2) members of the Association Executive Board. The Committee shall be determined at least one (1) week prior to the beginning of the school year and shall rule on each individual case

in time for the assignment to begin the semester involved. Full-time faculty who elect to teach overload shall select specific sections at the time when they are made available, and the opportunity to make such selection shall satisfy the provisions of this paragraph. Subsequent failure of any section to meet minimum student enrollment shall not give any instructor the right to replace any other duly assigned instructor, whether full-time or part-time, except when such replacement shall be necessary in order to insure a full-time instructor a full teaching load.

4. Any full-time instructor assigned to teach an overload course shall be paid at the Adjunct Faculty rate listed in B., 2 above.

5. Faculty members who are requested and agree to perform professional assignments other than classroom teaching (advising, late registration duties, special test construction and correction, etc.) beyond their regular assignment (s) shall be paid at one-half (1/2) the substitute rate effective at ratification.

I. Academic Calendar and Assignment of Classes

1. The calendars for the academic years and Summer sessions have been developed cooperatively by the Board and the MCCEA and are hereto attached as Appendix D. The academic year is defined as that period of time specified in the College Calendar (Appendices D., 1., 2., and 3.), running from the beginning of the Fall semester to the end of the Winter semester.

2. Whenever feasible, a faculty member's classes shall be assigned within eight (8) consecutive hours and with a twelve (12) hour span between the end of the last assignment of the day and the beginning of the first assignment the next day.

3. Full-time faculty members shall not be required to have classes beginning after 4:30 p.m. more than one semester in each academic year, and then no more than two (2) nights each week, unless it is necessary to make a full load. A faculty member may elect to exceed this limit.

4. Assignment of full-time faculty members to weekend duties shall be on a voluntary basis.

5. With due consideration for the welfare and convenience of his/her students, an instructor may, for educational purposes, change the meeting place of a class session to a different on-campus location, provided that he/she gives prior notification to his/her Division Chairperson.

6. Faculty shall be notified of tentative teaching assignments prior to the publication of the class schedule for any semester or summer session.

7. If problems in class scheduling and/or teaching/counseling assignments arise under existing Divisional policies or practices as a result of conflicts between faculty schedules, limitations on

teaching facilities, or questions of student needs, the Division Chairperson and the concerned faculty and the MCCEA Grievance Officer shall attempt to solve them cooperatively. If no solution is reached, such problems shall be referred to the appropriate Dean who shall make a decision in the matter. Every effort shall be made by both parties to resolve all such issues prior to publication of the Class Schedule. Teaching assignments plus office hours may span five (5) days depending on the schedule of sections offered.

J. Extension Classes

1. Assignment of faculty members to extension classes shall be on a voluntary basis unless it is necessary to make a full load. Such assignments shall be made on a rotating basis among members of the discipline.

2. The faculty member shall be reimbursed mileage at the established rate per mile for travel between the main campus and the extension center.

K. Faculty Meetings

1. A faculty member has the responsibility of attending all regularly scheduled faculty meetings, College and divisional. Every effort shall be made to hold such meetings at hours when classes are not scheduled.

2. Except in cases of emergency, the agenda for general faculty meetings shall be published forty-eight (48) hours in advance.

3. If the administration calls an emergency meeting of the general faculty, a faculty member may cancel all classes which conflict with the hour(s) of the meeting.

L. College Activities

Faculty attendance at all College activities shall be voluntary except at Commencement. Not more than fifty percent (50%) of the faculty shall be required to attend. Academic regalia shall be provided by the Board for faculty members required to wear them.

M. Teaching Facilities

1. The Board shall continue to provide faculty members office space and the equipment such as a desk, chair, visitor's chair, file cabinet and bookcase needed for effective instructional preparation and function.

2. The Board shall continue to provide faculty parking space whenever possible.

3. The Board shall continue to provide clerical services to the faculty for teaching and counseling purposes.

N. Faculty Governance

1. College Professional Study Committee

a. There is hereby established at the College a permanent "College Professional Study Committee" (CPSC) composed of eleven (11) members, five (5) of whom shall be appointed by the Board, five (5) of whom shall be appointed by the MCCEA, and one of whom shall be elected by the faculty at large. This Committee may, by mutual consent, be expanded up to thirteen (13) members by the appointment of one additional member by the MCCEA and one by the Board.

b. The CPSC shall meet at least once each month to discuss and study subjects relating to the educational processes at the College. All subjects submitted for study will be accepted for study unless mutually rejected by the CPSC co-chairs. Rejected subjects for study shall be returned to the sender with reasons for rejection. All subjects submitted for study should include a reasonable timeline for completions. If the study needs to be completed within 75 calendar days, the administration shall so indicate. If the study is not completed within said time period, the administration may act on the issue in question.

c. The CPSC is empowered to establish standing and ad hoc committees composed of faculty members, administrators and, by mutual consent of the parties to this contract, other interested parties from within the College to study and report upon agreed subjects.

d. All reports of the CPSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the CPSC. Upon completion of its study and report on a subject assigned to it, each ad hoc committee shall be considered dissolved, and once dissolved no ad hoc committee shall be reactivated except by action of the CPSC.

e. All CPSC recommendations shall be forwarded to the President with the vote recorded either in support or in opposition to the recommendation. Proposals disapproved by CPSC will be sent to the President for his/her information.

f. The President shall submit a written response to all CPSC recommendations within thirty (30) days indicating approval or stating reasons for disapproval of the recommendation. Failure of the President to respond as herein specified within forty-five (45) days shall constitute approval.

The President may refer proposals which have been disapproved by CPSC back to CPSC for further study. When the President refers a disapproved proposal back to CPSC he/she shall provide reasons for the referral and include any additional information he/she feels CPSC should consider. When a proposal is referred back to CPSC by the President, CPSC shall have at least 30 calendar days to respond or a longer time if mutually agreed with the President. Nothing herein shall interfere with the Board rights set forth in Article II.

g. The clerical expenses of CPSC and its committees shall be borne by the Board. Agendas and items for discussion should be received by CPSC members three (3) working days prior to the meeting.

h. The parties agree that the CPSC and its committees serve in an advisory capacity only and that the failure of the Board or the President to place any of its recommendations into effect shall not constitute the basis of a grievance.

2. Divisional Governance

a. The faculty of each division may continue to develop rules, regulations, and procedures for divisional operation which are not in conflict with the law, Board policy and this Agreement in the following areas:

(1) Summer assignments

(2) Conference travel

(3) Faculty appointments

(4) Faculty evaluation

(5) Safety procedures

(6) Textbook selection

(7) Courses to which faculty are assigned and counselor assignments

(8) Specific courses to be offered

(9) Development of course proposals and course revisions

(10) Priority setting for divisional planning

(11) Selection of faculty participants in division program review(s)

b. Faculty Evaluation

The purpose of faculty evaluation and development is to establish an evaluative process which assesses the strengths and weaknesses of faculty for the purpose of improving instruction and encouraging professional growth through a meaningful faculty development program.

(1) Plans shall include the following:

(a) Full time continuing contract faculty and part time adjunct faculty shall be evaluated.

(b) Every faculty member shall have student questionnaires administered in each of his/her classes at least once annually between mid semester and final examination as determined mutually by the faculty member and his/her division chairperson.

(c) The student questionnaire shall consist of up to fifteen questions recommended by CPSC. Up to five additional questions may be added by programs and/or disciplines, and up to five more additional questions may be added by individual instructors. The questions may include, but shall not be limited to, matters of teaching techniques or methods, course syllabi and objectives, and adherence to professional standards.

(d) Each faculty member shall be provided a summary of results of the student questionnaires for each of his/her class sections and an aggregate summary of all of his/her sections. The student questionnaires shall be provided to the instructor and shall be the property of the instructor. Division chairpersons may be provided an aggregate summary of questionnaire results for the division. Division chairpersons shall have access to an aggregate summary of questionnaire results for each faculty member of the division. Any discussion of these results with the faculty member will be confidential and by mutual agreement only. All such materials shall be treated confidentially.

(e) Evaluations shall take place at least once every three academic years.

(f) The content of the evaluation shall include a summary of each year's student questionnaires, and a written self evaluation. The instructor may also elect to include peer evaluation(s) and/or administration evaluation(s). The written self evaluation shall include but not be limited to the following: review of classroom technique and methods; preparation of course syllabi and objectives; methods, systems and materials used to evaluate students; adherence to professional standards and codes of ethics; and relationships with peers and students. Administrative and/or peer evaluation may include, but not be limited to any of the above.

(g) A summary or summaries of the evaluation data shall be written by the faculty member and the division chair and shall include a statement of strengths and weaknesses. An evaluation conference with the division chair shall be held to discuss strengths and weaknesses indicated by the evaluation. If needed, an outline of a recommended plan for individual professional development will be mutually written. The implementation and execution of the professional development plan becomes a faculty member's responsibility only if resources are provided by the college. All raw data shall be retained by the faculty member after being reviewed with the division chair.

(h) The written reports concerning the strengths and weaknesses of the faculty member's performance, together with any recommendation for improvement, shall be kept under separate cover in the faculty member's personnel file. A faculty member shall receive copies of all reports of performance evaluations which are included in his/her personnel file.

(i) Evaluation materials shall not be used by the college in matters related to discipline or retention.

(j) Divisions shall develop and secure approval of procedures for implementing an evaluation process within 90 working days following contract ratification. These shall also include appropriate evaluation procedures for counselors, advisors, and coordinators based on items E through I above.

c. All rules, regulations, and procedures of each division shall be reviewed annually by the division chairperson and the faculty and shall be forwarded to the appropriate Dean for his/her review. Division chairpersons, in consultation with faculty, will develop an agenda for annual review and/or revision allowing a reasonable time for such activity. A division faculty vote on the existing rules, regulations, and procedures and/or on proposed revisions shall occur within 90 calendar days, excluding holidays and spring and summer sessions, of the date of the review and of the date any proposed revisions were submitted.

Rules, regulations, and procedures now in effect in these areas shall remain in full force and effect. All new or revised rules, regulations, and procedures in these areas and all proposed changes to them, shall be submitted to the faculty of the division affected thereby, and all such rules, regulations, and procedures and changes thereto which are approved by division faculty shall then be submitted to the President or his/her designee for approval. The President or his/her designee shall submit a written response to all such proposals within thirty (30) days, indicating approval or stating reasons for disapproval.

Following the President's approval, they shall become effective. The failure of the President to respond, as herein specified, within forty-five (45) days of his/her receipt of the recommendations shall constitute approval.

d. Actions taken in accordance with divisional policies shall not be grieved (except as provided in Article IX., B., 2.).

e. Prior to the implementation of an internship program in any division, the Division Chairperson shall seek the advice and assistance of the division faculty.

O. Evaluation of Probationary and Part-time Instructors

1. The evaluation of probationary faculty members shall be made by a committee consisting of the Division Chairperson or his/her designee and the appropriate faculty of the division. The committee shall conduct such evaluations in accordance with applicable divisional rules and regulations.

2. Evaluations shall include classroom techniques and methods; preparation of course syllabi and objectives; methods, systems and materials used to evaluate students; adherence to professional standards and codes of ethics; and relationships with peers and students.

3. The committee's written recommendation concerning a probationary faculty member's continued employment or dismissal, together with such documentation as may be requested, shall be transmitted by the Division Chairperson to the appropriate Dean.

4. Written evaluation reports shall be signed by the faculty member and the appropriate Dean after a conference between the two. It is understood and agreed that the faculty member's signature merely acknowledges his/her having read the report. The probationary instructor shall have the right to respond in writing to the evaluation report, and such response shall be attached to all copies of the report.

5. The division chairperson and/or his/her designee shall be responsible for the evaluation of part-time instructors. Each part-time faculty member shall be evaluated during his/her first semester of employment and every other semester thereafter until a minimum of three evaluations have been completed. Each evaluation shall consist of a minimum of a student evaluation and an evaluation by the appropriate division chairperson and/or his/her designee. At least one evaluation shall also consist of a peer evaluation. Classroom visitations shall be included in the evaluation by the division chairperson and/or his/her designee at a time mutually agreeable to the faculty member and the chairperson.

P. Field Trips

1. A field trip is defined as an organized group activity required by a faculty member to meet the educational objectives of his/her course and which requires a student group to leave the normally scheduled classroom or laboratory.

2. The College shall supply transportation for all such approved trips. Requests for field trips must be filed with and approved by the appropriate Division Chairperson at least two (2) weeks prior to their scheduled occurrence.

Q. Voting Rights in Dual Division Assignments

Any full-time faculty member who is assigned duties in more than one (1) division shall have full voting rights in the division in which he/she has the major portion of his/her load.

R. Maximum Class Size

No class size at the college shall exceed that size set forth upon an official list without the written consent of the faculty member affected, which list has been agreed to be correct by the CPSC. A copy of the official list shall be kept in the offices of the appropriate Deans and Division Chairpersons and the office of the Vice President of Academic Affairs of the College and a copy thereof shall be given to the President of the MCCEA. Any additions to or changes in this list will be made through the procedures of the CPSC.

The co-chairs of the CPSC will review and update the official class size list yearly. This review will be completed by October 1 of each year. A copy of the official class size list will be provided to each faculty member yearly.

S. Club Sponsorships

Sponsorships of all student clubs and organizations shall be voluntary, and each sponsor shall be paid one hundred fifty dollars ($150.00) per semester effective Fall, 1986 semester.

T. Educational Grant

1. In the absence of a state directive or prohibitive legislation, the Board will provide an Educational Grant Fund. The grant will be limited to an amount equivalent to tuition and related service fees for credit courses taken under the Associate Degree program at Mott Community College for full-time employees, including spouse and dependent children (up to age 25) as defined by the Internal Revenue Code of the United States. The grant is dependent on completing the course with a passing grade; otherwise, the College is to be reimbursed by the employee for full tuition and fees awarded in the grant prior to registration for subsequent semesters. In order to provide verification of dependency status for purposes of State of Michigan audit and College record keeping, the student shall process the grant through the Office of Human Resources. The grant will

also provide tuition and related service fees for non-credit courses.

2. Part-time and adjunct faculty shall be provided educational grants in the amount of credit hours taught in that semester. Eligibility and restrictions in 1. above apply. Grant credits shall accumulate for a period of two (2) years.

ARTICLE XI.

Vacancies, Appointments, and Transfers

A. Vacancies

1. Whenever any vacancy shall occur in any professional position in the College, the Board shall publicize the same by giving written notice of such vacancy to the MCCEA and by providing for appropriate posting in the Offices of the Division Chairpersons, Offices of the Vice Presidents and by publication in the College Bulletin or other publication of general circulation among faculty members. Posting during the summer shall be in the Office of Human Resources and the faculty lounge. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least ten (10) days.

2. Any faculty member may apply for such vacancy. In filling such vacancy the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. A copy of the procedure for interviewing and otherwise judging the merits of applicants for such positions shall be given to all faculty members. The decision of the Board as to the filling of such vacancies shall, however, be final.

3. The MCCEA shall be allowed to appoint up to three (3) members to the screening committee for any administrative position. The Board's decision as to the filling of any such position shall be final.

4. Whenever practicable, all applicants from the College for such positions shall be notified of the disposition of their applications by the President prior to the publication of the name of the successful applicant.

B. Full-Time Faculty Appointments

1. A committee consisting of the Division Chairperson and the appropriate faculty of the division shall make recommendations in writing on initial employment of new faculty in accordance with applicable divisional rules and regulations.

2. Said committee shall interview and evaluate candidates and shall recommend their preferences.

   The number of candidates recommended shall exceed the number of available positions of the same type by at least two, provided that there shall be a sufficient number of qualified candidates to meet this requirement. Such recommendations as are made shall be in writing and identify the relative strengths and weaknesses of the candidates recommended, as seen by the committee. The committee's reasons for considering any candidate qualified or unqualified shall be submitted in writing to the appropriate Dean upon request.

3. The Division Chairperson shall transmit the written recommendations of the committee to the President, for approval, through the appropriate administrative process. The President shall meet with the committee, if so requested by either party, to discuss the recommendation. If the President does not approve the recommendation of the committee, he/she shall, upon request, give the reasons in writing and instruct the committee to seek new applicants, to re-evaluate previous applicants, to conduct appropriate interviews, and to submit a second set of recommendations. The decision of the Board with regard to initial employment shall be final.

C. Part-Time and Adjunct Faculty Appointments

The following procedures shall apply to the hiring of all part-time faculty including those who achieve adjunct status. The selection process outlined in one (1) through four (4) below shall apply only to those part-time faculty hired beginning Fall, 1987.

1. A committee or committees consisting of the division chairperson or his/her designee and appropriate faculty of the division shall review part-time applications, interview applicants, if necessary, and shall recommend through the appropriate process the name(s) of recommended candidates.

2. All recommended candidates shall meet the minimum qualifications for full time instructors in the division.

3. All recommendations shall be in writing and shall include the committee's reasons for the recommendation. In addition, the committee shall complete an Interview Evaluation Sheet on all applicants who have been interviewed.

4. Upon request, the reasons for the disapproval of any recommended candidate shall be given in writing to the recommending committee by the appropriate administrator.

5. In assigning part-time and adjunct faculty each semester, the division chairperson shall select candidates from a list of approved candidates based on a point system to be developed by a committee composed of two members appointed by the MCCEA and two members appointed by the Board. The point system shall include, but not be limited to, the number of contact hours taught, the number of satisfactory evaluations and affirmative action guidelines. Once the list of approved candidates has been established and each candidate has been ranked, it shall be maintained by the Human Resources Office in consultation with the President of the MCCEA. Part-time faculty receiving one unsatisfactory evaluation may be removed from the list. This listing shall be completed no later than August 1, 1987.

6. The Board agrees to employ candidates in sequence so far as possible. However, any grievance over the Board's failure to employ a candidate in order of ranking may be processed only through the

Board level of the grievance procedure, and the Board may not refuse to hear the grievance.

7. The college shall provide an orientation program for part-time instructors near the beginning of each semester. The orientation shall include information on benefits, procedures, services, and instructional resources. All part-time instructors who are not considered adjunct faculty shall be invited to the orientation. Those part-time instructors attending for the first time shall be paid at the rate specified in X-H-5.

D. Transfers

1. Transfers shall be made only in the area of the faculty member's competence. Each faculty member's preference shall be honored whenever possible. Transfers and changes of assignment shall be on a voluntary basis whenever possible.

2. Voluntary Transfers

Voluntary transfers shall conform to the provisions of Paragraph A. of this Article except as provided in Article IX., D., 2.

3. Involuntary Transfers

If a question of qualifications of a faculty member arises, the Committee, as defined in Article X., H., 3., will make the determination. In the event of a tie, the faculty member will be transferred, on a trial basis, for one semester or one year.

E. Job Descriptions

Any official faculty job description will be developed by the division chairperson in consultation with appropriate faculty and the MCCEA. The job description will be forwarded for review and approval through the appropriate line of reporting to the President, and will include a technical review by the Director of Human Resources and Labor Relations.

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ARTICLE XII.

Sick and Emergency Leave

A. Ten (10) days sick and emergency leave shall be credited annually to each faculty member on the first day of his/her employment year.

B. In the event that the service of any faculty member is interrupted by reason of discharge, termination, suspension or leave, and said faculty member has utilized more sick leave days than have been accumulated on a pro rata basis, then the value of the excess paid-for leave days shall be deducted from the last paycheck due to the faculty member at the time of interruption.

C. The total unused portion of the annual sick and emergency leave allowance shall be permitted to accumulate indefinitely.

1. No faculty member shall forfeit accumulated sick and emergency leave days during approved leaves of absence.

2. No faculty member shall accumulate sick and emergency leave during any leave of absence granted under this Article or Article XIII., except as otherwise provided in said Article XIII. Sick and emergency leave accumulated prior to a leave of absence shall be credited upon return.

3. All accumulated sick and emergency leave shall automatically terminate on the date a faculty member ceases to be an employee of the Board.

4. Sick and emergency leave shall accumulate only to faculty members on probationary, continuing, and year-to-year contracts as defined in Article IX., A.

D. Annual and accumulated sick and emergency leave days shall be used either for personal illness or emergencies, as defined below, provided that a faculty member shall not be eligible to use such days while on a leave of absence under Article XIII. All faculty members other than first-year faculty members shall be credited with and be entitled to use their annual accumulated sick and emergency leave allowances as of the first day of their employment year even though they have not been able to report for duty on that day, provided that:

1. The faculty member notifies his/her Division Chairperson that he/she will be unable to report because of personal illness, or death or serious illness in his/her immediate family, and

2. Upon returning to his/her duties the faculty member complies with all of the requirements of this Article.

3. If a first-year faculty member takes any sick and emergency leave during the first week of classes, the Board shall deduct the appropriate amount from his/her first paycheck; however, upon

completion of a semester's obligations, he/she shall be reimbursed for those days.

4. Illness or disability related to pregnancy and/or childbirth shall entitle the faculty member to use sick days in the same manner and to the same extent as any other illness or disability under the terms of this Article, provided that her physician states in writing she is ill or disabled.

E. The Board may request a doctor's certificate from a faculty member who uses illness as a reason for absence. Upon a faculty member's return to work after illness of more than five (5) working days duration, a statement may be requested from a doctor certifying that the employee is capable of returning to work. In cases where a faculty member frequently claims extended personal illness, a medical examination in accordance with established policy may be required by the Board.

F. Conditions for the use of emergency leave are as follows:

1. Leave of absence due to the death of a member of the immediate family shall be granted for a period not to exceed five (5) working days. Immediate family shall mean: husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin.

2. Leave of absences of faculty members due to the serious illness of any person listed in Paragraph F., 1., above shall be granted for a period not to exceed five (5) working days. In case of quarantine the time allotted shall be for the duration of the quarantine or for the accumulated sick and emergency leave days whichever is the shorter period of time.

3. When serious illness of a member of the family is immediately followed by death, the leave provided in Paragraph F., 2., may be extended upon written recommendation of the Division Chairperson provided that the total thereof shall not exceed eight (8) working days.

4. Paid emergency leave days in exceptional circumstances or in excess of the limitations herein contained may be granted by the Sick and Emergency Leave Committee.

G. An emergency leave form (Appendix G) shall be completed by the faculty member and submitted to the faculty member's Division Chairperson upon return to his/her duties after an emergency absence. The completed form shall contain all pertinent information relating to the absence.

H. Unpaid Sick and Emergency Leave may exceed the total annual and accumulated sick and emergency leave days in unusual "hardship" cases when specifically approved by the Sick and Emergency Leave Committee. Any full-time faculty member may transfer a portion of his/her sick leave days to a full-time faculty member who has exhausted his/her accumulated sick and emergency leave days. Any transfer of sick and emergency leave days must be in writing, used only to cover the waiting

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period before disability payments begin, and the number of days received may not exceed the amount necessary to qualify for benefits under Article XV., C.

I. Any faculty member who is absent because of injury or disease, other than an assault covered in Article XVI., Paragraph D., of this Agreement, shall be permitted to deduct from annual and accumulated sick and emergency leave the difference between the allowance under the Michigan Workers' Compensation Law and his/her regular salary.

J. Faculty members under contract for less than full time but more than 3/5 time, will be allowed 3/5 the normal sick and emergency allowance provided above. Faculty members under contract for 3/5 time or less shall be allowed one hour of sick and emergency leave per weekly contact hour being taught. The provisions of this section shall be non-cumulative.

K. The Sick and Emergency Leave Committee shall consist of three (3) faculty members appointed by the MCCEA and three (3) persons appointed by the Board. The Vice President of Academic Affairs or his/her substitute shall be an ex officio member of the Committee entitled to vote only in the event of a tie. Committee meetings shall be scheduled by the Vice President of Academic Affairs or his/her designee. A quorum of the Committee shall consist of two (2) faculty members and two (2) members appointed by the Board.

L. The Board shall provide every faculty member by October 15 an accounting of his/her sick and emergency leave days accumulated.

M. Full-time summer faculty shall accrue two (2) days of sick and emergency leave during the summer session; summer session faculty teaching less than full time but one-half time or more shall accrue one (1) day of sick and emergency leave during the summer session; summer session faculty teaching less than one-half time but one-quarter time or more shall accrue one-half (1/2) day of sick and emergency leave during the summer session. Sick and emergency leave days so accrued shall be added to the faculty member's accumulated sick and emergency leave on the first day of the summer session. Utilization of sick and emergency leave by those teaching during the summer session shall be subject to the same conditions as utilization during the regular academic year. The provisions of this Section M. shall apply only to regular full-time faculty members.

ARTICLE XIII.

Leaves of Absence

A. Voluntary and Involuntary Leaves

The Board, upon written request of the faculty member, may grant a leave of absence for a period not to exceed one (1) year, without pay, subject to renewal at the will of the Board, provided that without request leave of absence because of physical or mental disability may be granted by the Board for a period not to exceed one (1) year; provided further, that any faculty member on continuing contract so placed on leave of absence shall have a right to a hearing on such unrequested leave of absence in accordance with the provisions for hearing set forth in Paragraph C. of Article IX., and any probationary faculty member shall have the right to a hearing on such unrequested leave of absence through the fourth level of the grievance procedure.

B. Extended Illness

Any faculty member on continuing contract whose personal illness extends beyond the period compensated under Article XII, shall be granted a leave of absence without pay for the duration of such illness, but not to exceed three (3) years.

C. No approved leave of absence shall serve to terminate the rights of a faculty member to a continuing contract acquired prior to the granting of such leave of absence.

D. Personal Leave

1. Two (2) days of paid personal leave per academic year shall be granted annually to all full-time faculty members. The annual unused paid personal leave shall accumulate as sick and emergency leave. Faculty members contracted for less than full time but more than three-fifths (3/5) time will be granted one (1) day of paid personal leave. Substitute or part-time employees will not be eligible for any paid personal leave days.

2. It is agreed that paid personal leave days are provided for legitimate business, professional, and family obligations of a faculty member which cannot be met outside of his/her regular scheduled teaching assignment. Typical of these obligations, although not all inclusive are: court appearances, scheduled medical examinations, dental appointments, religious holidays, college graduation exercises, honors convocations honoring the faculty member or members of his/her immediate family, and real estate transactions.

3. Application for paid personal leave shall, except in emergencies, be made to the Division Chairperson at least three (3) days prior to the date of such leave on a form provided by the Board which is attached hereto as Appendix E.

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4. So long as the personal leave is consistent with the purposes of this Paragraph it shall automatically be granted. Faculty members taking personal leave for reasons other than specifically set forth herein, and not within the spirit of this Article, shall be subject to discipline.

E. Religious Holiday Leave

Three (3) days leave of absence without pay shall be granted to faculty members who wish to observe traditional and customary holidays.

F. Jury Duty and Court Service

1. When a faculty member is called for jury service, he/she shall give his/her Division Chairperson notice, and he/she shall be given leave with pay. Any juror's fees received by the faculty member shall be paid to the Board.

2. When a faculty member is subpoenaed to serve as a witness in a court action involving the Board or arising out of his/her employment, he/she shall be given a leave of absence with pay for the time required for such court appearance.

3. Any witness fees, except expert witness fees, resulting from court service shall be paid to the Board.

G. Child Care Leave

A faculty member may request a child care leave. Such leave shall be granted for a period of up to eighteen (18) months, but shall not include more than two (2) complete semesters. The faculty member shall declare his/her intended return date at the commencement of the leave. Such return shall be at the beginning of a semester or session. Any deviation from the declared return date must have the approval of the Vice President of Academic Affairs.

H. Military Leave

Leave for extended military service will be granted in accordance with the requirements of state law. Whenever a faculty member who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve is called to active service during his/her contractual year, he/she shall be paid the difference between his/her regular salary and his/her base pay allowance of the State of Michigan or other governmental authority for such active service, if such allowance be less than he/she would receive for a comparable time worked for the Board, provided that the total period of such service does not exceed two (2) calendar weeks in any single calendar year. Before such payment shall be made, the faculty member shall file in the Human Resources Office a letter from his/her commanding officer stating the period of active duty and the allowance by the State of Michigan or other governmental authority for such service.

I. Sabbatical Leave

1. Sabbatical leaves for study and/or research will be granted to two percent (2%) of the members of the bargaining unit as calculated at the beginning of the first semester of each academic year up to a maximum of seven (7) faculty members.

2. Sabbatical leaves are granted for the following purposes: study or research related to one's teaching responsibility and study or research related to a matter of concern to the college and/or the community.

3. Eligibility

   Any faculty member shall be eligible for sabbatical leave provided that:

   a. He/she has completed seven (7) equated years of service in the College within ten (10) consecutive years, and

   b. He/she is employed by the Board or on study leave at the time when notice of intent to apply is given, and

   c. He/she has not been granted a sabbatical leave during the previous seven (7) years.

4. Application Date

   To be considered for sabbatical leave, a faculty member must submit in writing a notice of intent to apply for sabbatical leave to the Vice President of Academic Affairs no later than January 15 of the academic year immediately preceding the academic year for which sabbatical leave is requested, and an application for sabbatical leave must be submitted in writing to the Vice President of Academic Affairs no later than February 1 of such year. Such application shall clearly state the purposes for which the leave is being requested, the precise period of time for which the leave is requested, the qualifications of the applicant to receive such a leave, and such other information as may be required by this leave provision. The Sabbatical Review Board may request additional information from any candidate for a sabbatical leave. If in the opinion of the Review Board the applicant still does not meet the criteria for awarding a sabbatical leave, the Board may by majority vote reject such applicants.

5. Sabbatical Review Board

   A Sabbatical Review Board consisting of the Vice President of Academic Affairs and two (2) Deans appointed by the President and three (3) faculty members appointed by the MCCEA shall be established. The Sabbatical Review Board shall review all applications and shall on or before February 15 submit a ranked list of applicants indicating the Review Board's recommendations for granting sabbatical leaves and alternates in case of cancellations to the President. The President shall notify the successful applicants of his/her recommendations by March 1. Successful applicants must acknowledge their willingness to accept their leave by March 8.

Failure to so notify the President shall void the application. In determining who shall be recommended for sabbatical leave, the Review Board shall consider the following and such other factors as the Review Board shall deem pertinent.

a. The quality of the application and the value of the course of study to the College.

b. The contributions of the applicant to the College.

c. The length of uninterrupted service to the College.

6. Duration and Pay

A sabbatical leave may be granted for one semester at full pay or one (1) academic year, or the last semester of an academic year and the first semester of the following academic year, at half pay. A sabbatical leave may also be granted to a faculty member who teaches one half (1/2) of his/her regular standard load in each semester of his/her sabbatical leave for a full academic year or the last semester of an academic year and the first semester of the following academic year, at full pay, except that the Board may limit it to one sabbatical leave allowed. All insurance premiums provided by the Board under this agreement shall be paid for the benefit of each faculty member while on sabbatical leave.

7. Return from Leave

Each faculty member who is granted sabbatical leave will be required to execute an agreement which shall provide that he/she return to the College upon termination of his/her leave and that he/she shall remain on the faculty for a period of two (2) semesters, and that failing to do so, he/she will reimburse the Board for all salary and insurance premiums paid to or for the benefit of such faculty member while on sabbatical leave.

8. A written report summarizing the faculty member's activities pursuant to his/her stated purposes shall be submitted to the appropriate Dean within sixty (60) days of the faculty member's return to his/her official duties.

9. Each year fifteen thousand dollars ($15,000) will be budgeted by the Vice President of Academic Affairs to be used for graduate study tuition or other professional development activities for faculty members.

a. The Sabbatical Review Board will set criteria for eligibility for use of these funds.

b. Applications for grants will be processed and be approved by the Sabbatical Review Board.

J. Retraining Leave

The Board may grant, upon application, leave of absence without pay not to exceed one (1) year for study; except that the Board, upon request, may extend such leave annually for up to a limit of three (3) years for a plan of study approved by the administration. Decision by the Board in granting or renewing such leave is final.

1. Retraining leaves are granted to a pink-slipped faculty member to allow them to prepare to shift their teaching responsibilities into a different subject matter.

2. The Board may offer any pink-slipped faculty member, and shall offer to any pink-slipped faculty member on continuing contract the following option:

   Within thirty (30) days of receiving a pink slip, the pink-slipped faculty member may agree to retrain by filing a statement of his/her intent to retrain with the two-plus-two committee. Within thirty (30) days after filing this statement, the pink-slipped faculty member shall file a plan of study subject to approval by the two-plus-two committee in consultation with the division chairperson or coordinator for the area in which the faculty member is retraining. The period of time granted for retraining shall be two (2) semesters; unpaid extensions may be granted upon application to the two-plus-two committee. The Board shall pay the faculty member one-half (1/2) his/her contractual salary while he/she is retraining and maintain his/her insurance and retirement benefits. The Board shall transfer retrained faculty to fill positions for which they have qualified themselves as provided for in Article IX, D-2. Such rehiring shall not result in the loss of seniority.

3. A pink-slipped faculty member shall be one who is laid off per any part of Article IX, D.

4. In any year after retraining leave(s) is/are taken, the number of sabbatical leaves shall be reduced by fifty (50) percent of the number of actual retraining leaves used. In the event that an odd number of Retraining Leaves are used, the number of sabbatical leaves will be reduced by fifty (50) percent plus 1.

K. Professional Conferences

The Board shall encourage faculty members to attend professional meetings and conferences without loss of pay. The Board shall provide funds for expenses incurred by faculty members attending authorized professional meetings.

1. The Board shall establish and maintain a travel and conference fund using as a budget guideline an amount of at least one hundred twenty-five dollars ($125) per equated full-time faculty member, said funds to be allocated among the divisions according to the number of faculty members in each division, with excess funds from each division put into a college-wide fund at the end of the year to be available for unpaid expenses.

2. The funds within the division shall be used in accordance with divisional conference travel policies established under Article X., Paragraph N., 2., a., (2). The following shall serve as a guide for the use of said funds:

   a. The meeting or visit necessitating funds shall be directly related to the work of the faculty member.

   b. The division faculty members shall devise an equitable method by which the use of these funds for professional conferences shall be determined.

3. The amount reimbursed to the individual faculty member shall be determined by the expenses incurred in approved travel and applicable college travel and expense policies.

4. Use of these funds shall be limited to faculty members only.

5. The faculty member who anticipates a professional absence must complete a Travel Request Form (Appendix H) which will be submitted in accordance with his/her divisional policies for processing and recommendation at least five (5) working days before said absence. Failure to obtain authorization for absence may result in loss of pay for the period of absence.

6. The faculty member who is to be absent shall be responsible for making advance arrangements for his/her classes. The immediate supervisor must give approval to the arrangement made.

7. Advance reimbursement for travel funds approved shall be granted upon request of the faculty member.

L. Detached Service Leave

The Board may grant detached service leave with another school system, educational institution, or official governmental agency. Detached service leave with a private employer may be granted when circumstances warrant. A faculty member who is on continuing contract and who is granted detached service leave shall not forfeit his/her right to a continuing contract.

M. Catastrophe Leave

1. When a natural catastrophe occurs, one (1) day's leave per occurrence shall be granted without loss of pay, upon the approval of the Sick and Emergency Leave Committee. The meaning of "natural catastrophe" shall be limited to those conditions commonly termed "acts of God."

2. When a faculty member claims emergency leave by reason of a natural catastrophe, he/she shall present his/her claim to the Sick and Emergency Leave Committee, as provided in this Article, and the Emergency Leave Committee's decision as to whether such leave shall

be granted shall be final and not subject to the grievance procedure.

3. Any such leaves granted shall be deducted from the faculty member's accumulated sick and emergency leave.

N. Miscellaneous

1. Faculty on leave shall retain all credits toward sabbatical leave, sick and emergency leave, seniority, terminal leave payments, and salary increments accrued prior to the leave. Faculty on leave of thirty (30) working days or less shall continue to accrue such credits during the leave. Faculty shall continue to accrue credits toward seniority, terminal leave payments, and salary increments during any paid leave, any period of leave covered by the long-term disability policy, or any period of leave resulting from illness or disability related to pregnancy and/or childbirth. For the period prior to the fall semester of 1970, all unpaid leave shall count toward seniority.

2. A faculty member returning from a leave of absence shall return to the position he/she left. If the position is no longer in existence, he/she shall have first choice of available positions for which he/she is qualified.

3. A faculty member on leave for one semester or more shall notify the Office of the Vice President of Academic Affairs in writing not less than sixty (60) days prior to the expiration of such leave whether he/she will return to employment. A faculty member not conforming to this requirement may have his/her employment terminated.

ARTICLE XIV.

Terminal Leave

A. A terminal leave payment of one hundred twenty-five dollars ($125.00) per year of service to the College will be paid upon retirement thereafter to:

   1. Any faculty member who has ten (10) years of service to the College and who retires after he/she attains age 65, 66, 67, 68, 69, or 70.

   2. Any faculty member who retires after reaching age 55 who has ten (10) years of service to the College if retirement is the result of ill health sufficient to qualify such staff member for disability retirement under the Michigan Retirement System for Public School Employees Act.

B. A terminal leave payment of one hundred fifty dollars ($150.00) per year of service to the College will be paid upon retirement thereafter to:

   1. Any faculty member who has ten (10) years of service to the College and who retires after he/she attains age 63 or 64.

C. A terminal leave payment of one hundred seventy dollars ($170.00) per year of service to the College will be paid upon retirement thereafter to:

   1. Any faculty member who has ten (10) years of service to the College and who retires after he/she attains age 60, 61, or 62.

D. A terminal leave payment of two hundred dollars ($200.00) per year of service to the College will be paid upon retirement to:

   1. Any faculty member who has ten (10) years of service to the College and who retires after he/she attains age 58 or 59.

E. A terminal leave payment of two hundred twenty-five dollars ($225.00) per year of service to the College will be paid upon retirement thereafter to:

   1. Any faculty member who has ten (10) years of service to the College and who retires after he/she attains age 56 or 57.

F. A terminal leave payment of two hundred fifty dollars ($250.00) per year of service to the College will be paid upon retirement thereafter to:

   1. Any faculty member who has ten (10) years of service to the College and who retires after he/she attains age 55.

   2. Any faculty member who has ten (10) years of service to the College and twenty-five (25) years of credited service under the Michigan Retirement System for Public School Employees Act and who retires after he/she attains age 50, 51, 52, 53, or 54.

3. Should the Michigan School Employees Retirement law be changed to allow retirement prior to age 55, then the benefits of this section shall be available to any faculty member who has ten (10) years of service to the college.

G. Any faculty member who retires under the terms and conditions of Paragraph A, shall receive five dollars ($5) per day for each day of accumulated sick and emergency leave. (Ten dollars ($10) per day for each day of accumulated sick and emergency leave if the accumulation is over 100 days.)

H. Any faculty member who retires under the terms and conditions of Paragraph B, shall receive ten dollars ($10) per day for each day of accumulated sick and emergency leave. (Fifteen dollars ($15) per day for each day of accumulated sick and emergency leave if the accumulation is over 100 days.)

I. Any faculty member who retires under the terms and conditions of Paragraph C, shall receive fifteen dollars ($15) per day for each day of accumulated sick and emergency leave. (Twenty dollars ($20) per day for each day of accumulated sick and emergency leave if the accumulation is over 100 days.)

J. Any faculty member who retires under the terms and conditions of Paragraph D, shall receive twenty dollars ($20) per day for each day of accumulated sick and emergency leave.

K. Any faculty member who retires under the terms and conditions of Paragraph E, shall receive twenty-five dollars ($25) per day for each day of accumulated sick and emergency leave.

L. Any faculty member who retires under the terms and conditions of Paragraph F, shall receive thirty dollars ($30) per day for each day of accumulated sick and emergency leave.

M. For purposes of Terminal Leave, the school year is defined as beginning on September 1st of any given year and ending August 31st of the following year. Faculty may elect to retire at the end of any academic semester after reaching the age of 55 under the following provisions:

In addition to the payments specified above, five percent (5%) of the faculty member's current base salary as provided in Appendix B times the number of years of age less than 70 will be paid upon retirement. Requests by faculty for divided payments shall be honored, with the number of payments to be individually negotiated up to a maximum of five. Vision and dental insurance as set forth in Article XV of this agreement shall be provided for the first twelve (12) months of retirement.

Should the Michigan School Employees Retirement law be changed to allow retirement prior to age 55, then the benefits of this section shall be available to any faculty member who has ten (10) years of service to the college.

N. Retiring faculty members who have served at least ten (10) years with the College shall receive an emeritus appointment. Said appointment shall carry entitlement to all appropriate courtesies available to active faculty, but no remuneration (as per Board Resolution adopted December 16, 1985).

These courtesies include teaching at the adjunct pay rate at no more than 10 hours per semester with an average of no more than three-fifths (3/5) of a full load or less per academic year. A retiree with emeritus status may also maintain an account on the computer for nine months after his/her last teaching assignment. At his/her request, the account's content will be taped and stored by the college, and a copy of the tape will be available for purchase by the retiree for the cost of the tape.

ARTICLE XV.

Insurance Protection

A. The Board shall provide, without cost to the faculty member, group life insurance protection which shall pay to the faculty member's designated beneficiary the sum of forty thousand dollars ($40,000) upon death. Effective January 1, 1987, the amount of protection shall increase to forty-five thousand dollars ($45,000). Effective September 1, 1988, the amount of protection shall increase to fifty thousand dollars ($50,000). In the event of accidental death, a sum not less than two (2) times the amount shall be paid to the beneficiary.

B. The Board shall provide for each regularly assigned full-time faculty member the entire premium for the year for the faculty member's Blue Cross/Blue Shield MVF-2 Program plus Master Medical (Option 4) with $2.00 co-pay prescription drug coverage, the MESSA Super Med 2 Program with MESSA CARE Rider, the HMO Program, the Blue Cross/Blue Shield Preferred Provider Plan, or for any employee organization insurance or program equivalent thereto approved by the Board for both the faculty member and his/her family. (The equivalent of the MESSA Care Rider with Blue Cross/Blue Shield and with Health Plus of Michigan will be added, if available.) Effective November 1, 1982, faculty who do not elect any of the above health plans shall have fifty (50) dollars per month to apply toward authorized tax-sheltered annuities and/or other approved options. Said amount must be applied to these annuities and/or other options and shall not be taken as salary. Faculty who select MESSA Super Med 2 with MESSA Care Rider shall have his/her life insurance as provided in A above reduced by a like amount provided in the Super Med 2 insurance plan. At age 70, the employee is required to enroll in Medicare in order to qualify for a plan equivalent to Blue Cross 70, MESSA Super Med 2 70, or HMO 70, which the Board will provide during the period of continued employment.

C. The Board shall provide, without cost to the faculty member, a long-term disability plan to age 70 in accordance with government rules on age discrimination, at sixty-six and two-thirds percent (66 2/3%) of salary for sickness or accident with a ninety (90) calendar day waiting period and pre-existing conditions waiver. Mental/nervous conditions, alcoholism/drug abuse will be treated the same as any other illness. The amount of reduction in Long Term Disability benefits resulting from Social Security payments will be calculated when Long Term Disability benefits begin and then, for the purposes of the plan, the amount of such Social Security benefits shall be "frozen." Any later legislative changes increasing Social Security Old Age, Survivors, and Disability Insurance benefits will not be used to further reduce the Long Term Disability benefits. Any sick days remaining after the waiting period shall be retained by the faculty member for use upon return to work and for the determination of terminal leave payments if qualified.

D. In the event of disability as defined in the long-term disability contract, the Board shall provide without cost to the faculty member, the coverage described in A. and B. above for as long as the disability lasts, but not exceeding three (3) years from the inception of the disability and in no event beyond age 65.

E. Each faculty member who contracts to work less than full time but more than three-fifths (3/5) time as defined in Paragraph A., 3., of Article X. is entitled to receive fringe benefits equal to three-fifths (3/5) of those set forth in Paragraphs A., B., C., and D. of this Article. Faculty members working three-fifths (3/5) time or less and substitute faculty members are not entitled to benefits under this Article, except as provided in J. below.

F. Effective September 1, 1985, the Board shall provide without cost to the faculty member Delta Dental Plan "E" with Orthodontic Rider 007 (with internal and external coordination of benefits effective January 1, 1981) or an equivalent dental care plan for all full-time faculty members and their eligible dependents.

G. Effective September 1, 1985, the Board shall provide each faculty member and eligible dependents with vision insurance in accordance with the specifications of the MESSA/VSP-3 Plan.

H. The Board shall provide without cost to the faculty member liability insurance in the amount of up to five hundred thousand dollars (500,000) for each full-time faculty member.

I. Details concerning the benefits listed above are contained in the Fringe Benefit Booklet.

J. Part-time faculty shall be able to request and receive the fringe benefits offered in B. above by paying a pro-rata share of the cost as determined by his/her teaching load during an academic semester or summer session. This provision is subject to carrier limitations.

ARTICLE XVI.

Protection of Faculty Members

A. The Board hereby assures faculty members that it will put its full support behind the procedures and policies hereafter recommended and adopted by the Board in matters of protection of faculty members. The administration and the faculty members recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently without favoritism due to race, sex, creed, color, or religion. It is recognized and agreed that there is a continuing need to review faculty protection policies and procedures and to this end, the parties agree that the CPSC (as provided for in Section N. of Article X) shall provide for ongoing study and review of such policies.

B. Any case of assault on a faculty member shall be promptly reported to the Board. The Board shall render all reasonable assistance to the faculty member (excluding legal counsel) in connection with the handling of the incident by law enforcement and judicial authorities.

C. Complaints against faculty by a student or parent of a minor student must be made within twenty (20) calendar days of the cause of the complaint. Refer to Appendix L.

D. In the case of an assault by a student on a faculty member causing injury for which workers' compensation is paid, the Board will pay the difference between workers' compensation and the faculty member's regular salary for the period of disability, not to exceed three (3) years or the term of employment, whichever is the shorter period of time.

E. The Board will provide at least one security person at the College when classes and counseling or advising sessions are officially scheduled, and one security person at the Reuther Center when classes and counseling or advising sessions are officially scheduled there.

F. For the purpose of this Article, the Dean's designee shall be Dean level or above.

G. 1. In the event that complaints arising from three (3) separate incidents within one academic year are admitted to a faculty member's personnel file as a result of the process described in Appendix L, the chairperson of the affected faculty member's division shall convene a committee consisting of three appropriate continuing-contract faculty of the division or program, whose membership on this committee shall be subject to the approval of both the division chairperson and the affected faculty member. If a mutually acceptable committee cannot be formed, the three continuing-contract faculty shall be chosen by drawing lots among the appropriate continuing-contract faculty of the division.

2. The committee shall be apprised of the nature of the complaints admitted against the faculty member, but shall not be permitted

access to the faculty member's personnel file. The committee shall hear the faculty member's view of the complaints, and may appraise the faculty member's performance.

3. Appraisals may include classroom techniques and methods, course syllabi and objectives, systems and materials used to evaluate students, adherence to professional standards and codes of ethics, and relationships with peers and students.

4. The committee's written report concerning the strengths and weaknesses of the faculty member's performance, together with any recommendations for improvement, shall be transmitted to the faculty member by the chairperson of the committee, who shall arrange a meeting of the committee and the faculty member to discuss the report and the recommendations.

5. The purpose of the committee's appraisal shall be improvement of instruction, and the members of the committee shall hold all aspects of the appraisal in strictest confidence.

6. The committee's report shall be given to the affected faculty member and shall not become the basis of any disciplinary action under this Article.

ARTICLE XVII.

Discipline of Faculty Members

A. No faculty member shall be reprimanded, suspended with or without pay, demoted, discharged or otherwise disciplined without just cause. Just cause shall include but not be limited to incompetence and/or violation of the terms of this Agreement.

B. Discipline of faculty members shall be subject to the grievance procedure provided that:

1. Any meeting with a faculty member initiated by the College for the purpose of investigating possible cause for disciplinary action shall be conducted by the faculty member's immediate supervisor or designee, and the purpose of the meeting shall be clearly stated at the outset. In the event that persons other than the faculty member and the immediate supervisor or designee are to be present at such meeting, the faculty member shall be given twenty-four (24) hour's written notice, which notice shall specifically inform the faculty member of his/her right to be accompanied by a representative of the MCCEA.

2. Within ten (10) days of the initial meeting called by the College to investigate possible cause for disciplinary action, the faculty member may request a hearing to respond.

3. Within twenty (20) days of the initial meeting, or within fifteen (15) days of the faculty initiated hearing, notice of withdrawal of the charges or of any disciplinary action shall be conveyed to the faculty member by his/her immediate supervisor or designee and shall be signed by the appropriate agent of the Board.

4. As to probationary faculty members, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by law or this Agreement during the pendency of any grievance.

5. The discharge of probationary faculty members shall not be subject to arbitration.

6. The Board may not waive the hearing at the fourth level of the grievance procedure in matters of discharge of probationary faculty members.

ARTICLE XVIII.

Grievance Procedure

A. Definitions

1. A grievance is a claim, by one or more faculty members, or the MCCEA of an improper application or interpretation of this Agreement or personnel policy as established from time to time, specifying the part of this Agreement or personnel policy which is claimed to be violated and the specifics of such violation.

2. The term faculty member includes any individual or group of individuals within the bargaining unit hereinbefore defined and covered by this Agreement.

3. The term days as used in this Article shall mean calendar days during both the academic year and summer session. During all recesses exceeding two (2) consecutive days the processing of grievances shall be held in abeyance unless both parties agree to proceed. For the purposes of this Article, the weekend shall be considered a recess of two (2) days.

4. In this Article whenever the terms "Division Chairperson, Chairperson of Guidance, Dean and Board's Appeal Committee" are used they shall include their designee acting in their absence.

B. Purpose

The purpose of the following grievance procedure shall be to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of improper application or interpretation of the terms of this Agreement or established personnel policy. Both parties agree that these proceedings shall be kept as confidential as may be appropriate to each level of the procedure.

C. Structure

Nothing herein contained shall be construed to prevent any individual faculty member from presenting a grievance and having the grievance adjusted without the intervention of the MCCEA if the adjustment is not inconsistent with the terms of this Agreement and the MCCEA has been given an opportunity to be present at such adjustment.

1. Any faculty member may be represented at the first and second levels of this procedure by a representative of the MCCEA, provided that, if the representative at the first level is not a member of the bargaining unit, the Division Chairperson or Chairperson of Guidance or designees will receive prior notice that such a representative will be present at any first level meeting.

2. The MCCEA Central Grievance Committee shall consist of no more than four (4) persons selected by the MCCEA, who shall represent the

MCCEA at the third, fourth and fifth levels of this procedure with no loss in pay.

3. The Board's Appeal Committee at the third level shall consist of the President, Vice President of Academic Affairs, and the Dean of Business Affairs, or designees.

4. The faculty member (s) involved in a grievance has the right to be present at any level in the grievance procedure.

5. Insofar as practicable, grievance conferences and arbitration hearings will be scheduled so as not to interfere with the class or work schedule of faculty members whose presence will be required. However, faculty members who must interrupt scheduled assignments to give testimony shall not as a result suffer a loss of earnings. If a grievance is filed by a single faculty member, he/she shall have the right to be present at any level in the grievance procedure without loss in pay.

6. Counsel shall be permitted to attend and/or represent the MCCEA at any level.

D. Procedures

The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representatives of each party.

1. Level One - Immediate Supervisor

   a. A faculty member with a grievance may initiate this procedure in one of the following ways:

      1) He/she may approach his/her Division Chairperson or Chairperson of Guidance and discuss the matter in his/her own behalf, or

      2) He/she may request that a representative of the MCCEA accompany him/her in approaching his/her Division Chairperson or Chairperson of Guidance. In such case, the Chairperson shall not initiate any consultation with the grievant prior to any scheduled meeting at which a representative is to be present.

   b. In the event that 1) or 2) are unsuccessful, or one of the parties to the grievance does not wish to use these steps, the faculty member may file a formal grievance in a form to be supplied by the MCCEA.

      The form shall be completed in triplicate, one copy for the grievant, one for the MCCEA and one for the Division Chairperson or Chairperson of Guidance. A formal grievance shall be filed as soon as possible, but in no event longer than thirty (30) days after notice of the facts giving rise to the grievance came to the faculty member's attention.

c. Within seven (7) days of the filing of a formal grievance, a meeting shall take place between the Division Chairperson or Chairperson of Guidance, the grievant, and the MCCEA representative at a mutually agreed upon time. An answer to the grievance shall be given in writing within five (5) days.

2. Level Two - Dean

   a. In the event the grievance is not satisfactorily resolved at Level One, the Grievance Committee will determine whether it believes the grievance has merit. Within five (5) days of receipt of the answer at Level One, it will notify the appropriate Dean whether it intends to process the grievance any further.

   b. If the MCCEA gives notice that it desires to proceed with the grievance, a meeting will be held between representatives of the MCCEA and the appropriate Dean within seven (7) days of such notice and a written answer will be given within five (5) days thereafter.

3. Level Three - Board's Appeal Committee

   If the grievance is not settled at Level Two, the MCCEA may, within five (5) days after said decision, notify the Chairperson of the Board's Appeal Committee that it intends to appeal the grievance, stating the grounds for such appeal. The Chairperson of the Board's Appeal Committee shall, within seven (7) days after receipt thereof, convene a third level meeting between the Grievance Committee and the Board's Appeal Committee, and a written decision, on or attached to the grievance, shall be rendered by the Board's Appeal Committee within five (5) days thereafter and shall be delivered to the MCCEA.

4. Level Four - Board of Trustees

   If the grievance is not settled at Level Three above, it may be appealed to the Board by filing a written notice within five (5) days of receipt of the written answer at Level Three with the President, stating the grounds for appeal. The president will place the matter upon the agenda of a Board Committee of the Whole meeting occurring within the twenty-one (21) days following receipt of such notice and shall promptly notify the MCCEA of the date, time, and place where such appeal will be heard; provided that, the board may determine that it does not wish to hear the grievance, in which case it shall give notice of this fact to the MCCEA which shall then be entitled to appeal directly to Level Five. The Board's written decision, on or attached to said grievance, shall be transmitted to the MCCEA by the President or his designee within seven (7) days after said hearing.

5. Level Five - Arbitration

   a. Within seven (7) days of receipt of the answer at Level Four or of any notice that the Board has decided not to hold a Level

Four hearing, the MCCEA may by notice request that the matter be submitted to arbitration.

b. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within seven (7) days after notice is given, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. Any grievance not appealed to the American Arbitration Association by the MCCEA within thirty (30) calendar days shall be considered settled on the basis of the last disposition of management. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall render his/her decision in writing and shall set forth his/her findings and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

c. The costs of any arbitration under this Article shall be divided equally between the Board and the MCCEA.

d. The expenses and compensations of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant, who is not a member of the staff of the College.

E. Miscellaneous

1. Copies of all written answers at any level of this procedure shall be given to the grievant and to the MCCEA Grievance Committee Chairperson.

2. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision. If an answer to a grievance is not received within the time limits set forth above, it may automatically be appealed to the next level.

3. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

4. By mutual agreement a grievance may be initiated at any higher applicable level.

5. In order to minimize grievances, whenever a question arises concerning the application and interpretation of this Agreement which affects all or substantially all of the members of the Bargaining Unit or any Division of the College, the parties may convene their professional negotiations teams to discuss the matter.

ARTICLE XIX.

Miscellaneous Provisions

A. The Board agrees to make every reasonable effort to provide qualified substitute faculty members, and the faculty members shall be informed of a telephone number they may call to report unavailability for work. Faculty members shall report unavailability for work at the earliest possible time and shall make every effort to report no later than one hour before the faculty member's first class of the day.

B. This Agreement shall supersede any rules, regulations, or practice of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual faculty members' contracts shall be made expressly subject to the terms of this Agreement.

C. Copies of the standard probationary, year-to-year, continuing, supplemental, and temporary contracts are hereto attached as Appendix F.

D. Copies of this Agreement shall be printed at the expense of the Board and presented to all faculty members now employed or hereafter employed by the Board.

E. Notices

1. All notices required to be given to the MCCEA by this Agreement shall be hand carried or mailed to the President of the MCCEA by registered mail, addressed to him/her at the address which he/she shall give to the Vice President of Academic Affairs of the College.

2. All notices required to be given to the Board by this Agreement shall be mailed to the Board by registered mail addressed to 1401 East Court Street, Flint, Michigan, 48502, or to such other address as the Board shall from time to time direct in writing.

3. All notices to be given to a faculty member under this Agreement shall be mailed to his/her last address recorded in the Office of Human Resources. It shall be the responsibility of faculty members to notify the Office of Human Resources of any changes of address. The mailing of such notices shall not relieve the Board of the responsibility to post notices whenever required by this Agreement.

F. If any provision of this Agreement or any application of the Agreement to any faculty member or group of faculty members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

G. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the

Bargaining Unit, shall be construed to constitute a continuing waiver of the right to enforce such provision.

H. No faculty member shall use his/her position in the College to his/her financial advantage by such activities as preparing lists for sales solicitation, by soliciting sales from his/her students and their parents, by promoting his/her employment as a tutor or a private teacher for his/her assigned students or by seeking any similar advantage. Nothing herein shall be construed to prohibit the use of textbooks, laboratory manuals, visual aids or other supplementary materials written, prepared or published by a faculty member for use by students at the College.

I. The Faculty Handbook shall be a collation of approved CPSC and Board Policies and shall include appropriate divisional policies approved in accordance with Article X., Paragraph N., 2. The Faculty Handbook shall be updated and published by December 31 of each year. It shall not extend or expand this contract or Board Policy.

J. For the purposes of salary, fringe benefits, terminal leave and seniority, the Flint K-12 service of faculty members employed at the College as of June 30, 1970, while it was operated by the Flint Board of Education shall be counted as service at the College. Faculty members who resign or otherwise terminate their employment shall no longer be entitled to such credits. Administrators returning to faculty status shall retain all such credits earned as faculty members at the College.

K. Faculty institutional seniority shall comprise regular academic-year semesters of continuous employment as full-time faculty in the College, including leave time as specified in Article XIII., Section N., Paragraph 1. of this Agreement and Flint K-12 service as specified in Section J. above, provided that no leave time approved under the terms of this Agreement or previous such Agreements or College policies and/or practices pre-dating such Agreements shall be construed as an interruption of continuous employment. Faculty institutional seniority shall be computed to the nearest complete semester of employment. Faculty members who have previously worked under full-time temporary contract status shall have such time applied as seniority credit.

ARTICLE XX.

Duration

This Agreement shall be effective as of the 16th day of August, 1986, and continue in effect through the 21st day of August, 1989.

APPENDIX A

EXCLUDED from the Bargaining Unit are:

President
Vice Presidents
Business Manager
Controller
Dean of Community Services
Dean of Liberal Arts
Dean of Student Personnel Services
Dean of Technical Education
Librarians
Director of Admissions
Director of Buildings and Grounds
Director of College Relations
Director of Continuing Education
Director of Financial Aid
Director of Guidance Services and Counseling
Director of Human Resources
Director of Student Activities
Division Chairpersons
Registrar
Executive Assistant to the President
Chief Accountant and Budget Analyst
Construction and Maintenance Supervisor
Director of Bover Theatre
Director of Computer Center
Director of Food Services
Director of Hearing Impaired
Director of Research and Planning
Program Supervisor, Applied Science
Director of Women's Programs
Director of Placement/EEO Officer
Supervisor of Instructional Media
Bookstore Manager
Conference Coordinator
Coordinator Program for Handicapped
Coordinator Weekend/Extension/Summer Programs
Coordinator of Veterans Affairs
Business Office Manager
Operations Supervisor/Systems Analyst
Stockroom Supervisors
Assistant Bookstore Manager
Bover Theatre Technicians
Cafeteria Manager
Staff Assistants
Technical Assistants
Substitutes other than regular instructors employed as substitutes

All teaching personnel in the Community Education area teaching courses of a duration of less than one semester or its hourly equivalent, and all Community Education personnel in non-credit contract training regardless of duration.

APPENDIX B-1

BOARD OF TRUSTEES, C. S. MOTT COMMUNITY COLLEGE
FACULTY MEMBERS' SALARY SCHEDULE, 1986-87

Yrs. Exp.	-BA	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	Ph.D or Ed.D
0	15170	18390	19150	19905	20695	21460	22215	23005	23765
1	15895	19750	20540	21235	21995	22820	23570	24335	25095
2	16595	21080	21870	22625	23385	24175	24905	25660	26415
3	17285	22440	23195	23980	24740	25505	26260	27020	27775
4	17980	23795	24555	25340	26075	26825	27585	28345	29105
5	18675	25120	25880	26670	27430	28185	28975	29710	30460
6	19370	26485	27240	27995	28760	29550	30305	31065	31820
7	20035	27840	28600	29330	30150	30870	31630	32390	33150
8	20765	29165	29925	30715	31475	32230	33020	33755	34505
9	21460	30530	31250	32040	32800	33585	34350	35110	35865
10	22150	31885	32640	33375	34190	34955	35710	36440	37220
11	--	33880	34630	35485	36245	37135	37885	38645	39405

APPENDIX B-2

BOARD OF TRUSTEES, C. S. MOTT COMMUNITY COLLEGE FACULTY MEMBERS' SALARY SCHEDULE, 1987-88

Yrs. Exp.	-BA	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	Ph.D or Ed.D
0	16690	20740	21565	22295	23095	23960	24750	25550	26350
1	17425	22135	22965	23755	24555	25385	26150	26945	27735
2	18150	23560	24355	25180	25975	26780	27575	28370	29165
3	18880	24985	25785	26605	27380	28165	28965	29760	30560
4	19610	26375	27175	28005	28800	29595	30425	31195	31985
5	20340	27810	28600	29395	30200	31030	31820	32620	33410
6	21035	29230	30030	30795	31660	32415	33210	34010	34810
7	21805	30625	31420	32250	33050	33840	34670	35445	36230
8	22535	32055	32815	33640	34440	35265	36070	36865	37660
9	23260	33480	34270	35045	35900	36705	37495	38260	39080
10	—	35575	36360	37260	38055	38990	39780	40575	41375

APPENDIX B-3

BOARD OF TRUSTEES, C. S. MOTT COMMUNITY COLLEGE
FACULTY MEMBERS' SALARY SCHEDULE, 1988-89

Yrs. Exp.	-BA	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	Pn.D or Ed.D
0	18210	23130	24000	24825	25660	26525	27325	28160	28985
1	18965	24620	25450	26315	27145	27985	28815	29645	30475
2	19730	26110	26945	27800	28610	29430	30270	31100	31935
3	20490	27560	28400	29265	30095	30925	31795	32600	33425
4	21255	29060	29885	30720	31560	32425	33250	34090	34915
5	21980	30545	31380	32180	33085	33875	34705	35540	36375
6	22785	32005	32835	33700	34535	35365	36230	37040	37860
7	23550	33495	34290	35165	35990	36850	37695	38525	39355
8	24305	34985	35810	36620	37515	38355	39180	39980	40840
9	--	37175	37995	38935	39765	40745	41570	42400	43235

APPENDIX C

COACHING DIFFERENTIALS

1986 - 1987

	0 - 1*	2 - 3*	4 - 5*	6 - 7*	8 -*
Baseball/Softball	2605	2690	2760	2840	2915
Basketball/MCC Post	3265	3360	3460	3550	3645
Golf/Tennis	1465	1515	1560	1595	1640
Volleyball	2125	2185	2245	2310	2370

COACHING DIFFERENTIALS

1987 - 1988

	0 - 1*	2 - 3*	4 - 5*	6 - 7*	8 -*
Baseball/Softball	2735	2825	2900	2980	3060
Basketball/MCC Post	3430	3530	3630	3730	3825
Golf/Tennis	1540	1590	1640	1675	1720
Volleyball	2230	2295	2355	2425	2490

COACHING DIFFERENTIALS

1988 - 1989

	0 - 1*	2 - 3*	4 - 5*	6 - 7*	8 -*
Baseball/Softball	2860	2950	3030	3115	3200
Basketball/MCC Post	3585	3690	3795	3900	4000
Golf/Tennis	1610	1660	1715	1750	1785
Volleyball	2330	2400	2460	2535	2600

Assistant coaches will be paid at 45 percent of the coaching rate

* Years of coaching this sport at MCC

Club sports will be negotiated between the parties of the contract after one year of operation of the club sport

APPENDIX D

CALENDAR

1. Fall and Winter semesters will be fifteen (15) weeks long with 75 days of instruction.

2. Spring and Summer sessions will be seven and one-half (7 1/2) weeks long with 37 and 38 days of instruction respectively.

3. All semesters and sessions will consist of fifty-five (55) minute contact hours.

4. The Fall semester will start the day after Labor Day.

5. Normally, there will be two to three weeks between the end of the Fall semester classes and the beginning Winter semester classes.

6. Normally, there will be a two-day break (Monday and Tuesday) between the end of the Winter semester and the Spring session.

7. Normally, there will be a one-day break between the end of the Spring session and the beginning of the Summer session.

8. The Fall semester will include a two-day (Thursday and Friday) Thanksgiving recess.

9. The Winter semester will include a one-week spring recess. The recess will begin no earlier than the Monday following the seventh week of class and no later than the Monday following the twelfth week of class.

10. Half-semesters will be 37 and 38 days in the Fall semester and 38 and 37 days in the Winter semester.

APPENDIX D-1

CHARLES STEWART MOTT COMMUNITY COLLEGE

1986 - 87 Calendar

WINTER 1987

75 days	January 7	Wednesday	Faculty Report
	January 12	Monday	Classes Begin
	March 4	Wednesday	First half semester courses end
	March 5	Thursday	Second half semester courses begin
	March 9-13	Monday-Friday	Spring Recess
	March 16	Monday	Classes Resume
	May 1	Friday	Classes End
	May 3	Sunday	Commencement
	May 4	Monday	Final grades due

SPRING 1987

37 days	May 6	Wednesday	Classes Begin
	May 25	Monday	Memorial Day classes dismissed
	June 26	Friday	Classes End
	June 29	Monday	Final grades due

SUMMER 1987

38 days	June 30	Tuesday	Classes Begin
	July 3	Friday	Holiday - classes dismissed
	August 21	Friday	Classes End
	August 24	Monday	Final grades due

Half-semester courses begin the fifth week or the middle of a semester.

Existing courses may be started anytime upon receiving majority approval of the Committee established in Article X, H., 3.

Any faculty member may ask the CPSC to approve single sections of existing courses as 15 week summer offerings beginning with the first day of classes of the spring session and ending with the last day of classes of the summer session, and including the existing break between the spring and summer sessions. The CPSC shall study and recommend approval or disapproval of these offerings according to its regular and ordinary procedures.

APPENDIX D-2

CHARLES STEWART MOTT COMMUNITY COLLEGE

1987 - 88 Calendar

FALL 1987

75 days	September 2	Wednesday	Faculty Report
	September 7	Monday	Labor Day
	September 8	Tuesday	Classes Begin
	October 28	Wednesday	First half semester classes end
	October 29	Thursday	Second half semester classes begin
	November 26-27	Thursday-Friday	Thanksgiving Recess
	December 23	Wednesday	Classes End
	December 24	Thursday	Final grades due

WINTER 1988

75 days	January 13	Wednesday	Faculty Report
	January 18	Monday	Classes Begin
	March 9	Wednesday	First half semester classes end
	March 10	Thursday	Second half semester classes begin
	April 4-8	Monday-Friday	Spring Recess
	May 6	Friday	Classes End
	May 8	Sunday	Commencement *
	May 9	Monday	Final grades due

SPRING 1988

37 days	May 11	Wednesday	Classes Begin
	May 30	Monday	Memorial Day classes dismissed
	July 1	Friday	Classes End
	July 5	Tuesday	Final grades due

SUMMER 1988

38 days	July 6	Wednesday	Classes Begin
	August 26	Friday	Classes End
	August 29	Monday	Final grades due

* The date of Commencement in 1988 may be changed with mutual agreement of the parties.

Half-semester courses begin the fifth week or the middle of a semester.

Existing courses may be started anytime upon receiving majority approval of the Committee established in Article X, H., 3.

Any faculty member may ask the CPSC to approve single sections of existing courses as 15 week summer offerings beginning with the first day of classes of the spring session and ending with the last day of classes of the summer session, and including the existing break between the spring and summer sessions. The CPSC shall study and recommend approval or disapproval of these offerings according to its regular and ordinary procedures.

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APPENDIX D-3

CHARLES STEWART MOTT COMMUNITY COLLEGE

1988 - 89 Calendar

FALL 1988

75 days	August 31	Wednesday	Faculty Report
	September 5	Monday	Labor Day
	September 6	Tuesday	Classes Begin
	October 26	Wednesday	First half semester classes end
	October 27	Thursday	Second half semester classes begin
	November 24-25	Thursday-Friday	Thanksgiving Recess
	November 28	Monday	Classes Resume
	December 21	Wednesday	Classes End
	December 22	Thursday	Final grades due

WINTER 1989

75 days	January 4	Wednesday	Faculty Report
	January 9	Monday	Classes Begin
	March 1	Wednesday	First half semester classes end
	March 2	Thursday	Second half semester classes begin
	March 27-31	Monday-Friday	Spring Recess
	April 3	Monday	Classes Resume
	April 28	Friday	Classes End
	April 30	Sunday	Commencement *
	May 1	Monday	Final grades due

SPRING 1989

37 days	May 3	Wednesday	Classes Begin
	May 29	Monday	Memorial Day - classes dismissed
	June 23	Friday	Classes End
	June 26	Monday	Final grades due

SUMMER 1989

38 days	June 27	Tuesday	Classes Begin
	July 4	Tuesday	Holiday - classes dismissed
	August 18	Friday	Classes End
	August 21	Monday	Final grades due

* The date of Commencement in 1989 may be changed with mutual agreement of the parties.

Half-semester courses begin the fifth week or the middle of a semester.

Existing courses may be started anytime upon receiving majority approval of the Committee established in Article X, H., 3.

Any faculty member may ask the CPSC to approve single sections of existing courses as 15 week summer offerings beginning with the first day of classes of the spring session and ending with the last day of classes of the summer session, and including the existing break between the spring and summer sessions. The CPSC shall study and recommend approval or disapproval of these offerings according to its regular and ordinary procedures.

[illegible] -

PAID PERSONAL LEAVE FORM

CHARLES STEWART MOTT COMMUNITY COLLEGE

Date: ______________

I, ________________________________, a faculty member at Charles Stewart Mott Community College, hereby inform the "Board" that I shall take a paid personal leave day pursuant to the provisions of the Master Contract on ______________________, 19__ for the following reason: (Please check one)

- ( ) Medical
- ( ) Legal
- ( ) Religious
- ( ) College Graduation (other than CSMCC)
- ( ) Honors Convocation (other than CSMCC)
- ( ) Real Estate Transaction
- ( ) Other (If this square is checked, please state reason.)

____

____

____

This will be the ______________ (First 1/2 Day), ______________ (First Full Day), ______________ (Second 1/2 Day), ______________ (Second Full Day) I have requested during this academic year.

Substitute

☐ will be needed ______________________________ (Subject (s) and Time (s))

☐ will not be needed

______________________ Division Chairperson

______________________ Faculty Member's Signature

APPENDIX F-1

CHARLES STEWART MOTT COMMUNITY COLLEGE
PROBATIONARY FACULTY MEMBER'S CONTRACT

THIS AGREEMENT, Made this ____________ day of ______________ 19____ by and between the BOARD OF TRUSTEES of the CHARLES STEWART MOTT COMMUNITY COLLEGE, Flint, Michigan, hereinafter called the "Board", and ____________________, hereinafter called the "Faculty Member";

WITNESSETH:

1. **MASTER CONTRACT.** This contract is subject to all the terms and conditions of the Master Contract already in existence at the date of this contract, or any contract subsequently negotiated by this Board and the bargaining agent of its employees.

2. **QUALIFICATIONS.** The Faculty Member represents that he/she has all the qualifications required by law to teach in the Charles Stewart Mott Community College. In the event that it shall be determined by proper legal authority that the Faculty Member is not ualified to teach in the Charles Stewart Mott Community College, this contract shall erminate.

3. **LENGTH OF CONTRACT.** The Board hereby employs the Faculty Member to teach in the Charles Stewart Mott Community College for the school year beginning____________, 19____ nd ending ________________________, 19_____.

4. **EMPLOYMENT AND DUTIES.** The Faculty Member hereby accepts such employment and agrees to teach in the Charles Stewart Mott Community College for the term of this contract and to perform such duties as shall be required of him/her by law and by the Board subject o the terms and conditions of said Master Contract and of this contract.

5. **COMPENSATION.** The Board agrees to pay a basic annual salary to the Faculty Member in the amount of $____________. The salary is to be paid in installments commencing__________________. The Board is authorized to make such payroll deductions as equired by law or as approved by the Board and requested by the Faculty member.

6. **EXTRA DUTIES AND/OR SUPPLEMENTAL COMPENSATION.** It is understood by the parties that any part of this contract or any supplemental contract between the parties as to extra duties and/or supplemental compensation shall be for one (1) year or a portion thereof only nd shall not be included in the subject of any continuing contract.

7. **PROBATIONARY STATUS.** The Faculty Member is herewith retained on a probationary status as defined in the Master Contract. A continuing contract is not granted to the Faculty Member, but is specifically withheld pending satisfactory performance during the robationary period and the fulfillment of all of the requirements of the Master Contract.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

FACULTY MEMBER

Signature: ______________________________

Present Address: ________________________

____
City State Zip

Summer Address: ________________________

____
City State Zip

BOARD OF TRUSTEES
CHARLES STEWART MOTT COMMUNITY COLLEGE
FLINT, MICHIGAN

By: ______________________________
President (or designee)

APPENDIX F-2

CHARLES STEWART MOTT COMMUNITY COLLEGE
FACULTY MEMBER'S CONTINUING CONTRACT

THIS AGREEMENT, Made this __________ day of _______________ 19_____ by and between the BOARD OF TRUSTEES of the CHARLES STEWART MOTT COMMUNITY COLLEGE, Flint, Michigan, hereinafter called the "Board", and ____________________________, hereinafter called the "Faculty Member";

WITNESSETH:

1. MASTER CONTRACT. This contract is subject to all the terms and conditions of the Master Contract already in existence at the date of this contract, or any contract subsequently negotiated by this Board and the bargaining agent of its employees.

2. QUALIFICATIONS. The Faculty Member represents that he/she has all the qualification required by law to teach in the Charles Stewart Mott Community College. In the event that it shall be determined by proper legal authority that the Faculty Member is not qualified to teach in the Charles Stewart Mott Community College, this contract shall terminate.

3. LENGTH OF CONTRACT. The Board hereby employs the Faculty Member to teach in the Charles Stewart Mott Community College for the school year beginning __________________, 19____ and continuing thereafter during each school year until this contract is terminated.

4. EMPLOYMENT AND DUTIES. The Faculty Member hereby accepts such employment and agrees to perform the duties of a Faculty Member in the Charles Stewart Mott Community College required by law and by the Board subject to the provisions of the Master Contract and of this contract.

5. COMPENSATION. The Board agrees to pay a basic annual salary to the Faculty Member in the amount of $_________. The salary is to be paid in installments commencing______________________. The Board is authorized to make such payroll deductions as required by law or as approved by the Board and requested by the teacher.

6. EXTRA DUTIES AND/OR SUPPLEMENTAL COMPENSATION. It is understood by the parties that any part of this contract or any supplemental contract between the parties as to extra duties and/or supplemental compensation shall be for one (1) year or a portion thereof only and shall not be included in this continuing contract.

7. PUBLIC EMPLOYEES ACT. Both parties agree to obey the provisions of the Public Employees Act (Public Act 379 of 1965).

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

FACULTY MEMBER

Signature:______________________________

Present Address:__________________________

____
City State Zip

Summer Address:__________________________

____
City State Zip

BOARD OF TRUSTEES
CHARLES STEWART MOTT COMMUNITY COLLEGE
FLINT, MICHIGAN

By:____________________________________
(President (or designee)

APPENDIX F-3

CHARLES STEWART MOTT COMMUNITY COLLEGE
YEAR TO YEAR FACULTY CONTRACT

THIS AGREEMENT, Made this __________ day of ____________________ 19___ by and between the BOARD OF TRUSTEES of the CHARLES STEWART MOTT COMMUNITY COLLEGE, Flint, Michigan, hereinafter called the "Board", and ____________________________, hereinafter called the "Faculty Member";

WITNESSETH:

1. MASTER CONTRACT. This contract is subject to all the terms and conditions of the Master Contract already in existence at the date of this contract, or any contract subsequently negotiated by this Board and the bargaining agent of its employees.

2. QUALIFICATIONS. The Faculty Member represents that he/she has all the qualifications required by law to teach in the Charles Stewart Mott Community College. In the event that it shall be determined by proper legal authority that the Faculty Member is not qualified to teach in the Charles Stewart Mott Community College, this contract shall terminate.

3. LENGTH OF CONTRACT. The Board hereby employs the Faculty Member to teach in the Charles Stewart Mott Community College for the school year beginning ______________ 19____ and ending ______________, 19____. This contract is for the foregoing period only and is renewable at the will of the Board.

4. EMPLOYMENT AND DUTIES. The Faculty Member hereby accepts such employment and agrees to teach in the Charles Stewart Mott Community College for the term of this contract and to perform such duties as shall be required of him/her by law and by the Board subject to the terms and conditions of said Master Contract and of this contract.

5. COMPENSATION. The Board agrees to pay a basic annual salary to the Faculty Member in the amount of $________. The salary is to be paid in installments commencing ____________________________. The Board is authorized to make such payroll deductions as required by law or as approved by the Board and requested by the Faculty Member.

6. EXTRA DUTIES AND/OR SUPPLEMENTAL COMPENSATION. It is understood by the parties that any part of this contract or any supplemental contract between the parties as to extra duties and/or supplemental compensation shall be for one (1) year or a portion thereof only and shall not be included in the subject of any continuing contract.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

FACULTY MEMBER

Signature: ____________________________

Present Address: ____________________________

____
City State Zip

Summer Address: ____________________________

____
City State Zip

BOARD OF TRUSTEES
CHARLES STEWART MOTT COMMUNITY COLLEGE
FLINT, MICHIGAN

By: ____________________________
President (or designee

APPENDIX F-4

CHARLES STEWART MOTT COMMUNITY COLLEGE

SUPPLEMENTAL SALARY CONTRACT

The Board of Trustees of Charles Stewart Mott Community College, Flint, Michigan, will pay to:

____ the sum of

$______________________for services performed in the following

capacity ____

____

Failure to perform the above service will result in a salary adjustment prior to the end of the school year.

It is specifically understood and agreed that the above supplemental service or compensation for this service shall be a period of one (1) year or a portion thereof only and shall not be included in any continuing contract.

CHARLES STEWART MOTT COMMUNITY COLLEGE
BOARD OF TRUSTEES

______________________________ ______________________________
President Staff Member
(Designee of The President)

APPENDIX F-5

CHARLES STEWART MOTT COMMUNITY COLLEGE

TEMPORARY CONTRACT

The Board of Trustees of Charles Stewart Mott Community College, Flint, Michigan, will pay to:

______________________________ the sum of

$____________ for services performed in the following

capacity______________________________

____

Failure to perform the above service will result in a salary adjustment prior to the end of the contracted agreement.

It is specifically understood that this agreement for compensation shall be within a period of one (1) year or a portion thereof and shall not be included in any continuing contract.

CHARLES STEWART MOTT COMMUNITY COLLEGE
BOARD OF TRUSTEES

______________________________ ______________________________
President Staff Member
(Designee of the President)

APPENDIX G

Supervisor to check one:

____Action required by Emergency Leave Committee
____Action not required by Emergency Leave Committee

Supervisor's initials________

CHARLES STEWART MOTT COMMUNITY COLLEGE

Emergency Leave Application

(fill out in duplicate)
(attach to the appropriate Payroll)

Name______________________________Position__________________________Date__________

Total Days of Absence for this Emergency______Dates of Absence________________

Nature of the emergency (Use the back of page if necessary)

____
Signature of Employee

Recommendation of Supervisor____

No. of days used for emergency leave during the current year (from July 1 or September 1)____________________

____
Signature of Supervisor

- -

To be filled out by the office of Staff Personnel Services and to be used only if the supervisor has checked that action is required by the Emergency Leave Committee.

To: Emergency Leave Committee

The above named employee has the following total number of sick and emergency leave days remaining at this date____________________________

Date____________________________

____
Signature

- -

To: Payroll Office

The following decision was made by the Emergency Leave Committee:

_____Requested Emergency Leave approved for _____ days

_____Requested Emergency Leave not approved, because__________________

Notice has been sent to employee's supervisor (check one) ____Yes ____No

Date______________________________ ____________________________________
Signature of Chairperson of Committee

APPENDIX H
TRAVEL REQUEST FORM

This form should be used for all requests to attend professional meetings. Three copies of this form should be filled out and submitted to the Appropriate Dean ONE MONTH BEFORE THE DATE OF THE MEETING when possible.

NAME ______________________________ DATE ____________________

REQUEST APPROVAL TO ATTEND ______________________________
(Name of Meeting)

To be held in ______________________________ on ____________________
(City and State) (Date(s) of the Meeting)

MY PART IN THE PROGRAM ______________________________

ITINERARY: Date and Time of Departure ____________ ☐ a.m. ☐ p.m.
(Date)

Date and Time of Return ____________ ☐ a.m. ☐ p.m.
(Date)

ESTIMATED EXPENSES:

Transportation (indicate which type you plan to use)

Private Auto (____________ miles $ ____________

Train Fare $ ____________

Plane Fare $ ____________

Motel - No. of Nights _____ Single $ ____________

No. of Nights _____ Double $ ____________

Meals $ ____________

Registration Fee $ ____________

Other ______________________________ $ ____________
(Please specify)

TOTAL $ ____________

Substitute

☐ will be needed ______________________________
Subject(s) and Time(s)

☐ will not be needed

____

____
Signature of person making request

Approved

With Expenses ☐

Without Expenses ☐

____
Division Travel Committee Chairperson

Not approved ☐

____
Signature of Division Chairperson

NOTE: Please submit one copy of conference program

____
Signature of Dean

THE TRAVEL EXPENSE REPORT FOR THIS TRIP MUST BE ACCOMPANIED BY RECEIPTS FOR HOTEL OR MOTEL, TRIP FARE, MEALS, AND REGISTRATION FEE.

APPENDIX I

STUDENT COMPLAINT FORM

Faculty Member Complained Against: ______________________

Specifics of Complaint: ______________________

____

____

____

____

____

____

____

____

____
Signature of Student or Parent (of minor student)

____
Date

Disposition: ______________________

____

____

____

____

____

____

____

____
Signature of Dean

____
Date

APPENDIX J

CHARLES STEWART MOTT COMMUNITY COLLEGE

Sheet No.______

OFFICIAL DAILY TRAVEL LOG

Name________________________________ Division____________________

Position____________________________

For Period From_____________________ Through_____________________

Date	Official Travel		Miles Traveled	Reason for Travel
	From	To		

Sheet Total________

Total of Prior Sheets for Period________

Total for Period________

Signature____________________________ Approved____________________

Date Approved

APPENDIX K

C. S. MOTT COMMUNITY COLLEGE

SALARY ADJUSTMENT REQUEST

____
Date

This is to certify that on the above date I filed the following credits with the Office of Staff Personnel Services of Mott Community College.

Course	No.	Term Hours	Sem. Hours	Grade	College	Date Completed

The present basis of training on which my salary is now computed is ________ with ______ years of experience.

The credits herewith submitted should entitle me to __________ additional hours of training.

The basis of training on which my next contract salary should be computed will be ________ with _________ years of experience.

NOTE:
All adjustments to salary as a result of additional training shall be effective at the beginning of the payroll period succeeding the date that a certificate that such training has been successfully completed is received by the Office of Staff Personnel Services. It shall be the responsibility of the faculty member to obtain such a certificate and deliver or cause such certificate to be delivered to the Office of Staff Personnel Services.

To be filled in by Off. of S.P.S.
Effective date ______________
Trg. ________ Exp. ____________
Present Salary $ ______________
Proposed Salary $ _____________

Signed ____________________
Instructor

Signed ____________________
Personnel Director

Notice Sent to faculty member _____
Date

Signed ____________________
Dean

Distribution: Personnel File
Dean

APPENDIX L

STUDENT COMPLAINT PROCEDURE

1. If a complaint is received concerning a faculty member, the basic information and the complainant are to be referred to the appropriate Division Chairperson. The Chairperson shall confer with the complainant for the purpose of ascertaining the nature and seriousness of the complaint, but may not proceed further without first informing the faculty member involved of the existence and nature of the complaint.

2. The Chairperson shall promptly inform the faculty member of the complaint and shall assist the complainant and faculty member in attempting to resolve the complaint.

3. If the complaint is not resolved satisfactorily and the complainant wishes to pursue the complaint, the complainant shall fill out the Student Complaint Form (see Appendix I) and submit it to the appropriate Division Chairperson. The form must be signed by the complainant and dated.

4. Such complaint of alleged misfeasance or malfeasance of duties must refer to actions of the faculty member done in the performance of contractual duties.

5. The faculty member shall be promptly informed by the Division Chairperson that the complaint is to be forwarded to the next level. The Division Chairperson may make a recommended settlement to the faculty member and the complainant. In arriving at a recommended settlement, the Division Chairperson, with the concurrence of the affected faculty member, may consult with other faculty in the same discipline as the faculty member against whom the complaint has been received. Such consultation will be in the strictest confidence.

6. If the recommended settlement of the Division Chairperson is not accepted by the parties, the Division Chairperson shall forward the written complaint along with his/her recommendation to the appropriate Dean. The faculty member shall be informed in writing that the complaint is to be forwarded to the next level and the date of said notification shall be noted on the Student Complaint Form.

7. Any complaint which is to be formally considered by the Dean must be written, dated, and signed by the complaining party.

8. The Dean (or designee) must evaluate said written complaint within fifteen (15) calendar days. The Dean (or designee) may choose to evaluate the complaint alone, or may convene a Dean's Hearing Panel consisting of two faculty appointed by the MCCEA and two students appointed by Student Government. The Dean (or designee) will also serve on and chair this panel. This evaluation may, but not necessarily shall, include hearings with the faculty member, the complainant, and/or witnesses. A faculty member's request to be heard shall be honored.

9. Following such evaluation, the Dean (or designee) shall either:

a. Dismiss the complaint and if it is not appealed within ten (10) calendar days destroy it; or

b. Admit the complaint and enter it into the faculty member's personnel record, in which case the faculty member has recourse to the grievance procedure.

10. The Dean (or designee) shall inform the faculty member and complainant in writing of the disposition of the complaint.

11. If the complainant is not satisfied by the decision of the Dean (or designee) or the Dean's Hearing Panel, the complainant may appeal the decision to the Chief Academic Officer. The Chief Academic Officer will review the Dean's (or designee's) or the Dean's Hearing Panel's decision and may, within ten (10) calendar days, make a recommended settlement to the faculty member and the complainant. If this settlement is unacceptable to either the faculty member or the complainant, or if no settlement is offered, the Chief Academic Officer will either:

a. Dismiss the complaint and destroy it, or

b. Admit the complaint and enter it into the faculty member's personnel record, in which case the faculty member has recourse to the grievance procedure.

APPENDIX M

LETTERS OF INTENT

1. Definition of Contract Training:

Contract training describes a type of educational service provided by the College under written agreement (a contract) to a corporation, company or group. Three qualities distinguish Contract Training from all other types of educational services that the College provides.

(1) Contract Training involves a written agreement between the College and the client to provide specified educational services to a specified audience for a specified time period. This training may range from offering a presently existing course to creating a training program from scratch.

(2) Contract Training involves delivering educational services to a specific group of individuals who actually function as a third party in this enterprise (the College and the corporate client being the first two parties). Thus the College administration negotiates with representatives of a corporation (e.g. corporate trainers, attorneys and/or personnel officers) to provide educational services to some third party, such as a group of that corporation's employees.

(3) Contract Training involves delivering an educational service in a segregated setting. That is, only those persons (the third party) approved by the first two parties (or one of the first two parties) may receive the services, or persons identified by the client (i.e. the corporation) receive priority admission into a course or program.

When the College receives a request for Contract Training of one semester or more, or its hourly equivalent, in a subject area that is offered by the College, the Dean of Community Education will convene an ad hoc committee comprised of two representatives from Community Education, and two faculty members from the subject area to review the request. The ad hoc committee shall assist and advise Community Education in responding to the request.

Contract Training teaching opportunities will be posted concurrently in the appropriate academic division and the Human Resources office for a minimum of five calendar days.

Faculty members within the discipline or program area shall be granted first refusal rights for any Contract Training for which they are qualified.

Requirement of posting and first refusal shall not be applicable in the event that time constraint will prevent the contract acceptance by the client. However, the posting may only be of potential future positions and in such cases, as determined by the College, may include the job title only.

2. The parties agree that the question of a final exam week warrants study and that the CPSC shall study the concept during the 1987-88 academic year.

3. It is agreed that the parties will mutually develop a form or forms to document divisional review and/or revision of divisional policies.

4. A joint committee, composed of two (2) members appointed by the MCCEA and two (2) members appointed by the Board, shall review all known Letters and Memoranda of Understanding. All such memorandas and letters which have current application shall be attached to the contract as appendices. The committee shall complete its work within three (3) months after contract ratification.

5. Counselors and advisors should not equate an advising or counseling hour with a classroom teaching hour.

6. The CPSC subcommittee jurisdiction lists appearing on pp. 53-54 of the Faculty Handbook may be removed from the Handbook.

7. It is agreed that the parties will mutually develop a procedure to implement Article XIII, K, 1, to be effective at the end of the 1986-87 academic year.

8. Delete the ("0") step of experience on the salary schedule, 1 step in '87-'88, 1 step in '88-'89. No employee shall receive a double move due to removal of the step.

9. It is agreed that the Washington National 65/5/70 plan meets the requirements of the provisions in Article XV-C.

10. By September 1, 1987, the parties are to form a joint study committee consisting of four representatives from the College and four representatives from the Association for the purposes of reviewing the retirement incentive program; the College shall supply to the committee complete financial information concerning the retirement incentive program; the committee shall make recommendations concerning any proposed modifications or eliminations in the program no later than February 1, 1988. These recommendations will then be submitted to the College's Board of Trustees and the Board of Directors of the Mott Community College Faculty Association for review and instruction to their respective bargaining teams.

9/1/87

For MCCEA Date

9/2/87

For Mott Community College Date

APPENDIX N
Procedure for Adjusting Involuntary Overloads
(Enrollment in Excess of Class Size Maximum)

It is not the administration's intention to enroll students beyond the official class size maximum for each class. But if an unauthorized overload should occur, the following procedures will be followed to correct the error.

1. On the first day of classes, class size lists including all drops, adds and registrations through the last day of regular registration will be distributed to faculty.

2. If the number of names on the class list or the number of students in the class exceeds the official maximum class size, and the instructor has signed for no such overloads, the instructor may report the apparent involuntary overload to the Division Chairperson. This report shall be made no more than two days after the overload is discovered, or, in any event, no later than the end of the second week of classes. Before the next class meeting, the Division Chairperson will bring the apparent overload to the attention of the Registrar, who will check the drop and add records to determine the actual number enrolled in the class.

3. If an overload is confirmed, the Division Chairperson will enter the class when it next meets and request volunteers to transfer to (a) other sections of the same course which are not full, or (b) other college classes of equal credit and contact hours which are not full. The Chairperson will assist the necessary number of volunteers in adjusting their schedules.

4. If not enough volunteers are forthcoming, the Chairperson will then attempt to identify which students registered or were added last, remove them from the class, present them with the options in "3" above, and assist them in adjusting their schedules.

5. These procedures will be re-evaluated the third week after implementation and every year thereafter by the Vice President of Instruction and the MCCEA President.

Charles Roche
Charles Roche
Vice President of Instructio

Leatha Terwilliger
Leatha Terwilliger
MCCEA President

LT:sd
Revised
March, 1981

APPENDIX O

MEMORANDUM OF UNDERSTANDING

It is understood by the parties that if the President of the MCCEA has no assignment other than the half-time load provided in Article III-J for the 1979-80 academic year, his/her salary, as specified in Appendix B, will be pro-rated rather than paid at the part-time pay rate. Fringe benefits under Article XV will also be pro-rated except for the dental program.

It is further understood that this settlement forms no precedent, in regard to pay or benefits, for any laid-off person who may be called back to a part-time position as an instructor or counselor.

For the MCCEA

12 June 1979
Date

For Mott Community College

June 12, 1979
Date

APPENDIX P

CHARLES STEWART MOTT COMMUNITY COLLEGE

Interoffice Memo

TO: Leatha Terwilliger, President MCCEA **DATE:** January 9, 1

FROM: Charles Roche, Vice President of Instruction

SUBJECT: Ties in Seniority

In regard to our meeting on January 9, 1979, in which we discussed procedures to be followed in cases of a tie in seniority, it is my understanding that the procedure will be as follows:

> Article IX, D-1, is interpreted to mean that all persons who are being laid off in a particular subject area and who are tied in seniority will draw lots to determine the order of layoff. Either the faculty member or his/her designee may participate in the drawing. If the concerned faculty member does not attend or does not send a designee after being notified of the time and place of the lot drawing, the remaining lot will be assigned to that person. If more than one notified person in a particular subject area does not attend, the drawing will be rescheduled.

If you are in agreement with this understanding, please sign below.

Vice President of Instruct

CR/fs

APPENDIX Q

TO: TOTAL FACULTY AND STAFF

DATE: JANUARY 19, 1981

FROM: C. ROCHE AND H. JAMES GRAHAM

This fall, an ad-hoc committee of faculty and administrators met to clarify the boundary between courses in the academic and the community services divisions of the College. You will find, below, the operating sections of their report to the Provost.

The Community Services Division in the last several years has been expanding the number of courses it offers, reaching out energetically into the community in a way which complements and strengthens the whole college. However, in some cases the members of academic divisions have felt that the Community Services Division was invading territory that should properly be their own.

Our ad-hoc committee found that it was not hard to establish "General Guidelines" for determining what courses should be offered through Community Services: those guidelines are displayed in Section I., below.

We then went on to develop a "Procedure in Hard Cases" (Section II.). Please read this over carefully. With your help, we can make it work.

I. GENERAL GUIDELINES

1. To initiate, or to continue, a course offering through Community Services, it must be:

   a. "less than one semester or its hourly equivalent;" or

b. not at a collegiate level; or

c. in an area no academic division can serve at the present time.

II. PROCEDURE IN HARD CASES

1. At present, when a possible new course is proposed for Community Services, its chairperson consults with the chairperson of the most closely related academic division, to decide which of the two should offer the course.

a. This procedure should continue.

b. In addition, Community Services will notify, in writing, the two co-chairpersons of CPSC, who will seek advice as they feel necessary.

c. If no objection, in writing, stating reasons, is returned to Community Services within 3 days, the course can be offered through Community Services.

d. If an objection is made, the matter will be referred to the committee described in paragraph 3.a. for decision within 7 days.

2. If a division faculty objects to the continuation of a course offered by Community Services, they shall make a formal proposal for a new course offering through the normal channels of CPSC; if it passes, the academic division shall take over that course.

3. If a division faculty claim that a course offered by Community Services intrudes on the territory of one of their own existing courses, they shall complain in writing to the co-chairpersons of CPSC; if the complaint seems to either co-chairperson to have merit, the matter will be referred to the committee established below, for decision

within one week.

a. The committee shall be comprised of the Vice-President for Instruction; the chairperson of Community Services; the chairperson of the affected academic division; the Vice-President of the MCCEA; the MCCEA grievance officer; and the academic division's representative to the MCCEA Board; or their designees.

b. After discussion, this committee shall determine the placement of the course by ballot. A tie vote shall place the course in the academic division. Both the academic and Community Services divisions will be informed in writing of the disposition of the case.

H. JAMES GRAHAM
MCCEA GRIEVANCE OFFICER

Charles Roche
CHARLES ROCHE
VICE-PRESIDENT

BOARD OF TRUSTEES OF CHARLES STEWART MOTT COMMUNITY COLLEGE

By Frank V.
Its Chairman

Date

MOTT COMMUNITY COLLEGE EDUCATION ASSOCIATION

By Leatha Terwilliger
Its President

August 31, 1977
Date

Mott Community College

1401 East Court Street, Flint, Michigan 48503 (313) 762-0200

MASTER AGREEMENT

Between
The

MUSKEGON COMMUNITY COLLEGE

FACULTY ASSOCIATION

and the

BOARD OF TRUSTEES

ACADEMIC YEARS 1985-86
1986-87
1987-88

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LETTER OF UNDERSTANDING

AGREEMENT

Between
BOARD OF TRUSTEES OF MUSKEGON COMMUNITY COLLEGE
OF THE STATE OF MICHIGAN
and
MUSKEGON COMMUNITY COLLEGE ASSOCIATION
a DISTRICT of the MICHIGAN ASSOCIATION FOR
HIGHER EDUCATION at MUSKEGON COMMUNITY COLLEGE

ARTICLE I

THIS AGREEMENT entered into this ______________________________ day of ________________, 1985, between the BOARD OF TRUSTEES OF MUSKEGON COMMUNITY COLLEGE, hereinafter called "the Board", and the MUSKEGON COMMUNITY COLLEGE ASSOCIATION, a DISTRICT OF THE MICHIGAN ASSOCIATION FOR HIGHER EDUCATION, hereinafter called "the Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of Muskegon Community College is their mutual aim, and

WHEREAS, the Board and Association recognize and declare that providing services and support to the community that the College serves is their mutual aim, and

WHEREAS, the members of the faculty are qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, each party has a statutory obligation to bargain, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended, hereinafter referred to as "the Act"), with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,In consideration of the following mutual convenants, it is hereby agreed as follows:

ARTICLE II

RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the Act, for all full-time teaching faculty, counselors, coordinators and professional LRC persons employed or hereafter employed by the Board.

This does not include the President; the Dean of Administration; the Dean of Instruction; the Dean of Community Services; the Dean of Faculty; the Dean of Student Services; the Dean of Instructional Services; the Associate Dean of Student Services; the Director of Physical Plant; the Director of Admission Services; the Assistant to the President; the Associate Dean of Research, Assessment & Development; the Director of Athletics and Student Activities; the Associate Dean of Allied Health and Occupational Education; the Director of Data Processing; the Business Manager; the Director of Financial Aid; the Director of Continuing Education Programs; the Director of Research and Development; the Director of Special Projects; Lead Programmer/Analyst; the Director of Records & Registration; the Director of Business & Industrial Program Development; the Director of Respiratory Therapy; the Director of Placement, Apprenticeship and Coop/Intern.; the Director of MCC/MCF Educational Program; the Director of Nursing; and any other supervisory employees as covered by the Act. The term "faculty member" when used in this Agreement, shall refer to any employee represented by the Association.

The Association agrees to furnish the Board with a copy of the current Constitution and By-laws of the Association.

ARTICLE III

ASSOCIATION AND FACULTY MEMBER RIGHTS

A. Pursuant to the Act, the Board and the Association hereby agree that every faculty member shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations or refrain therefrom. The Board and the Association agree that each will not directly or indirectly discourage or deprive or coerce any faculty member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that each will not discriminate against any faculty member with respect to hours, wages or any terms or conditions of employment by reason of his membership or nonmembership in the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

Any faculty member who elects not to join the Association or pay dues or service fees shall so notify the Association in writing.

B. Nothing contained herein shall be construed to deny or restrict to any faculty member rights he may have under the Michigan Community College Act or other existing applicable laws and regulations. The rights granted to faculty members in this contract shall be deemed to be in addition to those provided elsewhere under existing law.

C. The Association and its representatives shall have the right to use college buildings for meetings at all reasonable hours as determined by the President of the College or his designee when the Association requests in writing prior to utilization of these facilities.

D. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on College property at all reasonable times that do not interfere with or interrupt normal College operations.

E. The Association will be permitted to make use of College equipment including typewriters, duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use.

F. The Association shall have the right to post notices of its activities and matters of Association business on faculty bulletin boards at least one of which shall be provided. The Association may use the College internal mail service and faculty member mail boxes for communications to faculty members.

G. The Board agrees to furnish the Association in response to reasonable requests all available public information concerning the College.

H. The Association shall be given the opportunity to participate in the revision of educational policy and construction of new educational programs prior to their adoption and/or general publication.

I. The religious or political activities of any faculty member or the lack thereof shall not be grounds for any discipline or discrimination with respect to the professional employment of such faculty member except that no religious or political proselytizing shall be conducted in the classroom. The private life of any faculty member is not within the appropriate concern or attention of the Board unless it becomes detrimental to the standing of the College in the community.

J. The provisions of this Agreement shall be applied to faculty members in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status or other statutory classification of discrimination.

K. A faculty member shall at all times be entitled to have present a representative of the Association at an interview at which the faculty member reasonably believes that the faculty member may be reprimanded, warned or disciplined. When a request for such representation is made, no action shall be taken with respect to such faculty member until such representative of the Association is present.

ARTICLE IV

CONTRACTS

A. Dates of Issue and Return

1. All contracts approved by the Board shall be issued to members of the faculty upon ratification of a Master Agreement or by the regular April Board meeting of each year, whichever shall be later.

2. Said contracts are to be signed and returned to the President or his designee within three weeks after receipt of the contract by the faculty member.

3. A letter of intent to issue a contract may be distributed by the Board's designee but such letter shall not be issued in lieu of a contract, and shall be in the form prescribed by the Board.

B. Probationary Contract

1. A faculty member will be given a probationary contract for each year of the first three years he is employed. During probationary appointment, a faculty member may be released subject to the provisions for releasing probationary faculty described below.

C. One-Year Contracts

1. One-Year contracts will be based upon the normal faculty salary schedule and will be compensated at the same rate as if the instructor issued such a contract were either on probationary or continuing contract. Such contracts imply no obligation on the part of the Board of Trustees for reissuance and may be terminated at the end of the contract period without recourse. This contract shall not be used to extend the probationary period. If the one-year contract position is available for the third consecutive year it will be offered as a vacant position pursuant to Article VI. In the event that the person under the one-year contract is selected for the position the prior time shall be counted toward the probationary period.

2. Multiple Night Faculty Position. The Board may authorize and post multiple night faculty positions. These positions will include up to four night assignments as an ongoing contractual obligation.

D. Continuing Contract

1. After successful completion of three (3) years with a probationary contract a faculty member will be placed on continuing contract. Continuing contract implies that the faculty member will be retained as long as he continues to provide satisfactory service and may be dismissed only in accord with the dismissal procedures listed below.

E. Termination Procedures

1. Probationary Contracts

a. These contracts may be terminated by mutual consent at any time.

b. If a faculty member wishes to resign at the end of a contract year, he shall give notice as soon as possible, but no later than April 30.

c. No faculty member shall be summarily suspended from duties during the school year pending formal hearing except in cases of gross incompetence or for acts of gross moral turpitude or gross insubordination. In these instances, suspension with pay may be immediate following Board action, and the issue may then be resolved through the usual grievance procedure, if desired.

d. Provided the evaluation procedures as authorized in this Agreement have been followed, a faculty member under probationary contract may be released at the end of the school year without recourse to the grievance procedure. If the President does not intend to recommend that the faculty member be reappointed as the result of performance during previous probationary periods or during the first semester, he shall notify said faculty member of this by the first Monday in February. If the Board intends not to renew the contract at the end of the school year, the faculty member involved shall be notified subsequent to the regular Board of Trustees meeting in April.

e. If the cause or the evaluation suggesting reasons for dismissal occurs after the first Monday in February, the President shall inform the probationary faculty member of his intent not to recommend continued employment on or before April 15. The Board shall take action at the next regular meeting and the faculty member shall be notified subsequent thereto.

2. Continuing Contracts

a. These contracts may be terminated by mutual consent at any time.

b. If a faculty member wishes to resign at the end of a contract year, he shall give notice as soon as possible but no later than April 30.

c. No faculty member shall be summarily suspended from duties during the school year pending formal hearing except in cases of gross incompetence or for acts of gross moral turpitude or gross insubordination. In these instances, suspension with pay may be immediate following Board action, and the issue may then be resolved through the usual grievance procedure, if desired.

F. All faculty members working the minimum, or more, teaching load and/or assignment for the academic year as stipulated in Article V of this Master Agreement shall be hired on a full-time contractual basis. However, unusual circumstances may require a part-time faculty member to assume a full load in a given semester or term. No more than two (2) such individuals may be so employed in any given semester or term without being placed on full-time contractual status.

G. Reduction of Staff

1. For the purposes of this Agreement, a reduction in the number of bargaining unit positions may take place for economic reasons, such as loss of revenue, loss of student enrollment, or for other related economic factors which cause program elimination.

2. Any reduction in the number of bargaining unit positions which results in the layoff of bargaining unit members will be accomplished according to seniority and the qualifications as herein defined of the affected faculty member and the procedure outlined below.

3. For the purpose of this Article,"qualified" shall be defined as follows:

(a) A major in the area of the curriculum where the displacement is to occur; or

(b) A minor (18 semester credit hours or 6 courses, whichever is appropriate as determined by the appropriate Dean) upon entry to the new curriculum area. By the beginning of the second year of the reassignment, the faculty member must have an additional six (6) semester credit hours acceptable to the appropriate Dean in consultation with the Chairperson or Coordinator in the affected Department or Program.

(c) By the beginning of the third year of reassignment, for (a) and (b) above, the faculty member reassigned must have completed thirty (30) semester credit hours acceptable to the appropriate Dean in consultation with the Chairperson or Coordinator in the affected Department or Program. By the beginning of the fourth year the faculty member must have completed a Master's Degree or thirty-three (33) semester credit hours in the curriculum area acceptable to the appropriate Dean in consultation with the Chairperson or Coordinator in the affected Department or Program.

(d) The qualifications set forth in (a), (b), and (c) shall not be used to disqualify any faculty member in his current position as of the effective date of this agreement.

4. For purposes of this Agreement, "seniority" shall be defined as total continuous full-time employment with the College in the bargaining unit except to the extent it has been broken by paragraph 5 below and shall commence on the date of employment.

5. Seniority shall be broken upon:

(a) Termination of employment as provided in E above.

(b) Retirement.

(c) Failure to return upon expiration of a leave of absence, or extension thereof.

(d) A layoff in excess of the period set forth in paragraph 9(d) below. Seniority shall continue to accumulate during the period of leave or layoff subject to 9(d) below.

6. In no event shall the layoff procedure be implemented for the purpose of dismissal of a bargaining unit member for reasons other than stated in subsection 1 above.

7. The Board shall determine which position is to be reduced and the layoff of any bargaining unit member shall be preceded by formal written notice of such layoff according to the following schedule:

(a) The written notice shall be delivered sixteen (16) calendar weeks in advance of the date the layoff is to commence.

(b) The faculty member so notified may then displace a faculty member with less seniority in the same department or program where the displaced individual has less seniority and the notified bargaining unit member is qualified to fill said position.

(c) In the event no faculty member is subject to displacement within the notified member's department or program, the notified member may then displace the least senior bargaining unit member whose position he is qualified to fill in another department or program where the displaced individual has less seniority.

(d) The faculty member who has displaced someone pursuant to (b) or (c) above will be on a trial basis in the position for one (1) year, subject to the evaluation provisions of Article X.

8. When it is determined by the President or his designee in consultation with a department chairperson and/or coordinator that enrollments in a given discipline or program are such as to suggest a reduction in staff be recommended, the Administration may offer an affected faculty member, and shall offer to an affected faculty member with ten (10) years teaching experience, the following alternative to staff reduction:

(a) Within thirty (30) days of notification that the unit member would potentially be affected by a staff reduction, he may agree to retrain. The statement of intent to retrain will be accompanied by a plan of study subject to approval by the appropriate Dean in consultation with the department chairperson or coordinator for the area in which the faculty member is retraining.

(b) The period of time granted to retrain will not exceed two (2) semesters. An extension may be granted upon written application to the appropriate Dean.

(c) The Board agrees to pay the faculty member one-half (1/2) of his contractual salary while he is retraining and maintain the insurance and retirement benefits. The Board agrees to accept retrained members of the Association to fill positions for which they have been qualified. Such reemployment shall not result in the loss of institutional seniority except where retraining is for an administrative or support staff position as covered elsewhere in this Agreement.

9. (a) Recall of bargaining unit members shall be in order of seniority among those laid-off members provided that the recalled member is qualified to fill the available position.

(b) No new employee will be hired to fill bargaining unit positions for which any laid-off bargaining unit member is qualified and available.

(c) Should the reinstatement occur in the same year as the reduction, the reinstatement will be at the same step on the salary schedule.

(d) Such recall rights shall exist for no longer that two (2) years, except that such right may be extended for two (2) additional years upon written notification to the College from the faculty member of his intent to be available for recall, such notice to be on file no later than May 1 of each year.

10. Where, in the judgment of the Administration, and agreed to in writing by the Department Chairperson or Program Coordinator, quality instruction and programming will be advanced by a staff reduction without regard to seniority, such reduction may occur under the following procedure:

(a) Advance notice will be given to the Association President of the persons affected and the reasons therefor.

(b) Upon request, a conference shall be held in an effort to resolve any dispute that may be involved.

11. On or before October 1 of each year, the Board will provide the Faculty Association an updated seniority list including each member's total full-time employment together with a list of all laid-off bargaining unit members according to seniority. Any corrections to the list must be made within thirty (30) days after receipt and the resulting list shall be the agreed-upon list.

H. A copy of each contract, probationary, continuing, and one year shall be found in Appendix C of this Agreement.

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ARTICLE V

TEACHING LOADS AND ASSIGNMENTS

A. All faculty at Muskegon Community College are expected to be professionally responsible to the institution for a full college day and week as set forth in Article XX of this Agreement. In setting forth teaching loads, it is assumed that each faculty member will be responsible to the College professionally for a minimum forty hour work week.

Such forty (40) hours obligation is meant to be an average, since it is recognized that responsibilities and assignments vary from week to week within a semester.

These forty (40) hours are meant to include such professional duties, whether on or off campus, as preparing for classes; examining and evaluating books and materials; professional reading and formal or informal research; attending council or professional meetings; checking papers and evaluating student progress; holding scheduled or unscheduled office and conference hours; meeting classes; and engaging in other activities related to the unique position of faculty member in an institution of higher learning.

B. Each faculty member will be responsible for an annual load in accordance with the provisions outlined below:

1. The annual load for those faculty who teach primarily three (3) contract hour courses shall be thirty-three (33) contact hours.

2. The annual load for those faculty who teach primarily four (4) contact hour courses shall be thirty-six (36) contact hours.

3. For those faculty members whose load is a combination of three (3) and four (4) contact hour classes (where credit hours equals contact hours), the minumum annual load shall be nine (9) sections and thirty-three (33) contact hours.

4. The annual load for those who teach twenty (20) contact hours during each sixteen (16) week semester shall be forty-five (45) contact hours.

5. The annual load for those in PALab shall be the sum of twenty (20) hours per week plus ten (10) office hours which may be scheduled with students during each sixteen (16) week semester and ten (10) hours per week plus three (3) office hours per week which may be scheduled with students during an eight (8) week session.

6. The annual load for those who teach in AVT lab shall be the sum of twenty (20) hours per week plus ten (10) scheduled office hours and ten (10) hours per week plus three (3) office hours per week, during an eight (8) week session.

7. The annual load for counselors, librarians, coordinator or apprenticeship programs and hourly assignments shall be one hundred seventy-six (176) 7.5-hour days.

8. The annual load for those who teach College Singers, Collegiates, Concert Band or Stage Band shall be forty-one (41) contact hours plus thirty (30) performances.

9. The annual load for co-op coordinators shall be two hundred twenty-five (225) students.

10. The annual load for those nursing instructors assigned clinical supervisory responsibilities and classroom teaching shall be the sum of twenty-five (25) hours per week for each sixteen (16) week semester plus twelve (12) hours per week during an eight (8) week session (an eight (8) week session may occur during the Fall and Winter semester). Office hours for a full semester teaching assignment will be five (5) hours per week and two (2) hours per week during the other semester.

11. For those faculty whose load is a combination of the above categories, the annual load shall be the equivalent of their load during the two (2) sixteen (16) week sessions plus the eight-week session.

12. The annual load may be fulfilled by accepting a load designated by the Administration consisting of the loads described in Sections C and D of this Article plus an additional course during the fall and/or winter semesters. Such assignments will not be made where a faculty member has a night class as a part of a regular load.

No overload will be paid until the annual load has been fulfilled.

13. If a faculty member turns down an extra class during the Fall or Winter semester, and then cannot be assigned or provided a class during the Spring or Summer session, the faculty member may, at his option, elect either a project or a one-tenth (1/10) reduc-

tion in salary for the year. If the faculty member elects a project, then in the following Fall or Winter semester, that faculty member may be assigned an extra class, sufficient to meet annual load, if the Administration deems it likely that such assignment is required to fill the faculty member's annual load.

14. If the annual teaching load is not fulfilled, the faculty member affected will be assigned professional duties or classes to bring the work load to conformity with Article V, Section A, and, if possible, in compliance with Article XX except as provided in paragraph 12 above.

15. (a) A faculty member may request up to fifty (50%) percent reduction in annual load and receive a pro rata share of salary and fringe benefits with the approval of the appropriate Dean. Such reduced load requests must be submitted in writing prior to the preparation of the schedule for the term in which the reduced load is requested.

(b) At the option of the faculty members, the annual load may be fulfilled by teaching only the Fall and Winter semesters with a pro rata reduction in salary.

C. During each sixteen (16) week semester there will be a minimum assignment of fifteen (15) contact hours to twenty (20) contact hours or a minimum of thirty-seven and one-half (37.5) hours per week of professional assignments in the areas of counselors, librarians and for other nonclassroom assignments. For those assigned as counselors, librarians and media service staff and other nonclassroom assignments who teach contact hour courses, one (1) office hour for preparation for every three (3) contact hours will be given.

1. In the area of cast metals, drafting technology, machine shop, welding, auto mechanics, graphic reproduction and electronics, each faculty member teaching twelve (12) or more contact hours in the Fall or Winter semester in laboratory courses shall be assigned two (2) contact hours for that semester for laboratory maintenance, organization and instructional material preparation.

2. In the areas of physics, chemistry, physical science and life science, each faculty member teaching twelve (12) or more contact hours in the Fall or Winter semester in laboratory courses shall be assigned two (2) or three (3) contact hours for the semester for laboratory maintenance. (Three hours will be used only in the event that the total teaching load equals seventeen (17) contact hours in the Fall or Winter semester.)

3. Music—For performance by College Singers, Collegiates, Concert Band, Stage Band:

The minimum Fall or Winter load for faculty teaching the above mentioned groups is eighteen (18) contact hours. Faculty members are expected to provide not less than an average of one (1) performance per week as a part of this load. At the option of the faculty member the minimum Fall or Winter load shall be seventeen (17) contact hours with an average of 1.5 performances per week.

4. Co-Op Coordinators

The Co-Op coordinator's work load shall be one hundred (100) students during a semester and twenty-five (25) during an 8-week session. Those Co-Op coordinators having less than one hundred (100) or twenty-five (25) students will be assigned classroom responsibilities as a portion of their coordinating load by the Dean for Instruction or designee.

5. Personalized Achievement Lab faculty members shall schedule twenty (20) contact hours with students plus ten (10) office hours which may be scheduled with students as approved by the appropriate Dean or his designee. A faculty member who is assigned for a portion of load to PALab shall be considered to be carrying three (3) contact hours for every six (6) hours of PALab service scheduled per week.

A faculty member who accepts an assignment to PALab for a portion of load will have proportionately reduced office hours for that individual's non-PALab assignment.

6. AVT Lab faculty shall be scheduled for twenty (20) contact hours with students and a minimum of ten (10) conference hours per week up to five (5) of which will be in the AVT Lab when student enrollment requires it. A faculty member who is assigned for a portion of load to AVT Lab shall be considered to be carrying three (3) contact hours for every six (6) hours of AVT Lab service scheduled per week.

A faculty member who accepts an assignment to AVT Lab for a portion of load will have proportionately reduced office hours for that individual's non-AVT Lab assignment.

7. Coordinator of Apprenticeship Program

The work load shall be thirty-seven and one-half (37.5) hours per week as assigned by the Dean for Instruction or his designee in consultation with the Department Chairperson for Industrial Manufacturing Technology.

8. (a) For nursing faculty, the spring and summer sessions together will be considered a semester equal to the fall or winter semester.

(b) Nursing faculty may be assigned to any of the three shift times available at the participating hospitals upon advance notice to the faculty member giving consideration to individual requests, in accordance with the current practice.

D. Eight-Week Sessions

Provisions will be made for all faculty to have professional responsibilities during one of the eight-week sessions except as provided in B (12) above. All reasonable provisions will be made for not less than one-half of all faculty to have a full load of classroom teaching as these professional responsibilities.

E. General Provisions

1. A faculty member may be assigned one (1) night class and/or hourly assignment; e.g., Librarians, Counselors, etc., as a part of regular load. This course assignment may be on two (2) nights. The time span from the beginning of the earliest class taught to the end of the last class taught on one (1) day of the course assignment shall not exceed eleven (11) hours without the consent of the instructor. The other days beginning time of classes taught as part of a faculty member's regular teaching assignment shall not be more than seven (7) hours apart and the span of class time shall not exceed eight (8) consecutive hours except with the consent of the instructor. The other days beginning time of classes taught as part of a faculty member's regular teaching assignment shall not be more than seven (7) hours apart and the span of class time shall not exceed eight (8) consecutive hours except with the consent of the faculty member.

2. (a) Saturday classes will not normally be assigned and may not be assigned without the consent of the Department Chairperson/Coordinator.

(b) MCF classes will not be assigned without the consent of the faculty member involved.

3. Innovation

When a division, or the College, wishes to introduce exploratory or interdisciplinary programs or courses, any changes will be made by cooperative effort of the administration and faculty members involved.

4. Student Load

Student load shall be determined by the appropriate Dean in consultation with the department chairperson/coordinator and faculty affected.

5. Course Preparation

The number of course preparations will be kept to a minimum, especially for new faculty members, faculty members introducing new courses, and faculty members teaching courses they have not taught before. Any course listed in the College catalog, with a course number, is considered a preparation.

6. For special extended assignments in addition to regular teaching load, the faculty member involved shall have a reduction in teaching load commensurate with the time involved and/or suitable monetary consideration.

7. Class schedules are prepared by the Dean of Instruction or designee in consultation with the department chairperson or coordinator. In all cases the educational needs of the student will take precedence over other factors in scheduling. Once a schedule is completed, a faculty member will be assigned the classes which that individual is qualified to teach.

8. Independent study courses will usually be taught by a qualified faculty member. They may be taught by a qualified administrator only if no qualified faculty member is available and the subject matter falls within the competence of a qualified administrator.

Compensation for individual study courses (299's) will be based upon one (1) contact hour of overload for the faculty member for every ten (10) student credit hours of 299.

ARTICLE VI

VACANCIES, PROMOTIONS AND CHANGES OF ASSIGNMENT

A. A request by a faculty member for change in assignment shall be made in writing and a copy filed with the President or designee. This request shall set forth the reasons for change of position sought and the applicant's academic qualification. Such request shall be valid only for a maximum of one (1) calendar year and shall be considered void as of April 15 if filed in the preceding twelve (12) months.

B. Notice of any professional faculty position vacancy, either newly created or in existence, shall be provided to all members of the faculty. This notice shall not apply to interim or temporary appointments lasting less than six (6) months. This notice should include the job title, a description of duties and responsibilities and the salary range.

C. An involuntary change of assignment within the teaching load and assignment as defined in Article V will be made only in case of emergency, when necessary to balance the instructional load, or to prevent undue disruption of the instructional program. An instructor will only be assigned to a class for which he is qualified. The President or his designee shall notify the affected faculty member of the reasons for such change. If the faculty member objects to such change for the reasons given, the dispute may be resolved through the professional grievance procedure, but until the grievance is settled, the faculty member shall accept the assignment.

D. Any faculty member who is on continuing contract and who later accepts an administrative or supervisory position and shall later return or be returned to a faculty status shall be entitled to regain such faculty rights and privileges that he had at the time he left the faculty status and shall be reinstated on the salary schedule and credited with years of service that he had at the time of leaving faculty status. An administrator can return to faculty status only when a position for which he is qualified is posted.

E. In the event a faculty member or members shall be transferred from one department, program, discipline, activity or service to another department, program, discipline, activity, or service, their seniority shall date from the time that they were hired on a full-time basis as a faculty member by this College.

F. All faculty members who may be interested in the vacant position must so indicate in writing to the Administration within thirty (30) days of receipt of the notice in B above.

Appointment to the vacant position shall be as follows:

1. Through the recall of a laid-off faculty member qualified to fill the position and if no laid off faculty member is qualified:
2. To the most qualified applicant as determined by the Administration and in the event two or more applicants are of equal qualifications, the applicant with the greatest seniority shall be awarded the position.
3. If there are no such applicants, then the position may be filled from any source.

ARTICLE VII

SELECTION AND APPOINTMENT OF FACULTY MEMBERS

A. Selection of a new faculty member in an academic field shall be based, where possible, on the minimum of a Master's Degree with specialization in the major portion of the area of his assignment. If a person with only a Bachelor's Degree is hired, he shall earn a Master's Degree within three years or his contract shall not be renewed.

Selection of a faculty member in an allied health field shall be based on appropriate certification, i.e., LPN, RN, CDA, and adequate work experience in the area of assignment.

B. In all other areas, the selection of a new faculty member shall be based on the minimum of a Bachelor's Degree with specialization in the area of his assignment, except that when a person with a Bachelor's Degree is not available, a person without a degree may be hired for up to three years with the understanding that he shall show progress toward an Associate Degree by earning a minimum of six credit hours for each year he is employed until he receives an Associate Degree. In the case of a new faculty member with a Bachelor's Degree, adequate work experience in the area of his assignment may be accepted in lieu of specialization in this area, as determined by the President or his designee, in consultation with the Department Chairperson.

C. Following the Administration's initial selection of candidates for a teaching position, the Department Chairperson and some faculty members in the same field, if readily available, shall be consulted regarding final selection of new instructional personnel.

D. An administrator who teaches a class will be subject to the provisions of this Article.

E. The degrees referred to above shall mean those awarded by institutions of higher education accredited by the North Central Association of Colleges and Schools or its regional or foreign counterpart.

ARTICLE VIII

LEAVES

A. Illness or Disability

1. (a) Each faculty member is entitled to eleven (11) days of sick leave for the annual load. Faculty members working less than an annual load shall be credited with sick leave at the rate of one (1) day for each twenty (20) full- time workdays rounded off to the nearest half day. The unused portion of sick leave allowance shall be accumulated from year to year to a maximum total of one hundred ninety-two (192) school days. Illness during the eight week session will be charged at the rate of one-half day for each day's absence except where assignments are compacted into a shorter time period, in which case two half-days will be charged.

A faculty member who is absent because of illness or disability at the beginning of the school year shall, upon his return, be credited with sick leave prorated at one (1) day per each twenty (20) full-time workdays rounded off to the nearest half day for the remainder of the school year.

Those faculty members with twelve (12) or more years of seniority can accumulate a maximum total of one hundred ninety-six (196) school days.

(b) If it is necessary for a faculty member to care for sick or injured members of the faculty member's immediate family as defined in Article VIII, Section B, Subsection 1, the time shall be deducted from accumulated sick leave.

(c) Upon retirement, death or loss of seniority pursuant to Article IV, G, 5(d), a faculty member will receive an amount equal to one-half of unused accumulated sick leave pay at per diem rates based on two hundred ten (210) contractual days.

(d) The Board will provide, at no cost to the faculty member, a sickness and disability policy with the following provisions:

(i) Payment of sixty percent (60%) of contractual salary for all illness or disability beyond ninety (90) calendar days until age sixty-five (65).

(ii) Social Security and Workman's Compensation but not State Teacher's Retirement shall be deducted from the insurance benefits.

(iii) For persons who have accumulated sick leave benefits beyond the ninety (90) calendar day period, the Board will pay forty percent (40%) of contractual salary or enough to bring salary to one hundred percent (100%) including Social Security and Workmen's Compensation but not State Teacher's Retirement until expiration of accumulated sick leave days on a pro-rata basis. Thus a faculty member will receive one hundred percent (100%) of contractual salary until expiration of accumulated sick leave and sixty percent (60%) of contractual salary for subsequent period covered by insurance.

(iv) The obligation of the Board under this section shall be fully satisfied by the payment of applicable premiums for the insurance coverage specified and under no circumstances shall this contract be construed to impose upon the Board or Muskegon Community College the responsibilities of the insurer.

This sickness and disability plan will not take effect prior to the effective date of the policy.

2. A faculty member who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability not to exceed one (1) year beyond accumulated sick leave, except that faculty members with service to the College of twelve (12) years or more shall be granted a leave of absence not to exceed two (2) years beyond accumulated sick leave. This section shall include faculty members under probationary contract at the discretion of the Board.

3. Absence due to injury incurred in the course of the faculty member's employment shall not be charged against the faculty member's sick leave for the first ninety (90) calendar days. The College shall pay to such faculty member the difference between his salary and the benefits received under the Michigan Workers' Compensation Act for the ninety (90) calendar days. At the option of the employee, he may use his

sick leave after the first ninety (90) calendar days to receive from the College the difference between his salary and the benefits received from the Michigan Workmen's Compensation Act, Social Security, Teachers' Retirement and Sickness and Disability Insurance as provided in Section A, 1(d) above.

4. Any disability should be reported immediately to the Personnel Office. Disabilities involving bodily injuries incurred in the execution of official duties may be covered by Workmen's Compensation Insurance and must be reported within the time limit provided by law.

5. Accrued days of sick leave shall apply to employees of the Muskegon Public Schools who joined the College staff prior to July 1, 1963.

6. Sick leave time shall not be deducted for vacation days or holidays.

7. Any faculty member who is absent on sick leave more than ten (10) calendar days may be required by the Board to submit a physician's certificate or be examined by a physician of the Board's choice at the Board's expense.

B. Bereavement

1. Leave not to exceed three (3) days will be allowed for each death in the immediate family. Immediate family is understood to mean father, mother, parents-in-law, siblings, siblings-in-law, wife, husband or children. A two (2) day extension will be granted, and a further extension may be granted by the immediate supervisor, upon request if attendance at the funeral required the employee undertake a lengthy travel involvement.

2. Up to one (1) day of bereavement leave will be granted in the case of death of relatives once removed (grandparents, grandchildren, aunts, uncles, cousins, nieces, nephews). For the death of any more distant relative, or unusually close friend where the faculty member's presence is deemed necessary, the faculty member will be granted up to (1) day of bereavement leave if classes will be covered or made up with no substantial disadvantage to the class or classes.

3. Absence for bereavement shall be counted against sick leave, except in Section B, Subsection 1, herein above.

4. Absence for bereavement beyond the allowance specified in Section 1 shall be considered as personal leave.

5. 'Bereavement leave shall not be deducted for vacation days or holidays.

C. Personal leave

Faculty members shall be granted two (2) days of personal leave per regular school year to attend to matters which cannot be cared for in free time and which would result in legal, business, and/or family disadvantage if not covered at the appropriate time. Notification of said leave shall be given the Department Chairperson, Coordinator and/or appropriate dean and provision made for handling required responsibilities. This leave shall be at regular pay but shall not be cumulative. It is understood that such days shall not be used for personal reasons, such as hunting, fishing, shopping, or similar activities unrelated to business matters.

D. Legal Leave

The faculty member shall be excused from work for jury service or if he is subpoenaed as a witness by anybody empowered by law to compel attendance by subpoena. Such faculty member shall be paid the difference between his regular pay and the fee he receives for acting as juror or witness. Such leave shall not be deducted from sick leave.

E. Unpaid Leaves of Absence

1. A leave of absence of up to one (1) year may be granted to any faculty member upon application for the purpose of advanced study. The Board may extend such leave beyond the one-year limit if it so desires. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period.

2. A leave of absence of up to one (1) year may be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to his professional responsibilities, provided said faculty member states his intention to return to this College. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period.

3. A military leave of absence shall be granted to any faculty member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, in accordance with the requirements of such applicable law for the retention or reemployment rights, a faculty member shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period.

4. A leave of absence of up to one (1) year shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff. Upon return from such leave, such faculty member shall be placed at the same position on the salary schedule that they would have been had they taught in the College during such period.

5. A faculty member who is elected or appointed to a political office which requires his absence from duty with the College for an extended period of time shall be granted a political leave. Should he be reelected or reappointed to the same political office for an ensuing term, or elected or appointed to a different political office, his leave of absence shall be terminated. Upon his return he shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period if the political office that he held directly relates to his teaching assignment. A leave of absence for one semester shall be granted to any faculty member upon application for the purpose of running for public office.

6. A leave of absence of up to one (1) year may be granted, upon application, to any faculty member in the technology programs for the purpose of working in industry as a means of upgrading his expertise and skills in the latest industrial techniques. This work experience must be closely related to his teaching assignments.

Upon return from such leave, the faculty member shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period.

7. Pregnancy Leave

A faculty member desiring a leave before or after a period of pregnancy related disability shall, upon request, be granted a leave of absence of up to six (6) months, provided the pregnancy has been certified.

The illness and disability pay provision of this Article shall apply for the period of disability.

The provisions of this Article relating to return from leave for illness or disability shall also apply to the pregnancy leave.

To the extent practicable, a pregnant faculty member will notify the Administration of her anticipated leave and return dates.

8. After one (1) year of employment, an unpaid leave for the purpose of caring for a newly adopted child shall be granted to faculty members upon application by the faculty member and verification by the agency placing the child for adoption. Such leave shall be for no longer than two (2) consecutive semesters.

9. A faculty member on unpaid leave or sabbatical leave shall retain all accrued sick leave, but shall not accrue additional days while on unpaid or sabbatical leave.

10. A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.

11. The Board shall have the right to grant or extend unpaid leaves of absence under conditions not provided for in Section E.

12. A faculty member on unpaid leave of absence for a school year must notify the President or his designee by April 15 that he does or does not expect to return the following year. He has the right to request extensions.

F. Sabbatical Leave

The Board, upon recommendation of the Faculty Committee and the President or his designee, will consider applications for sabbatical leaves for full-time faculty members. The Board may grant such leaves in accordance with the following specific provisions:

1. Faculty members shall be eligible for a one (1) semester or two (2) semester sabbatical leave after every five (5) years of continuous service to the College. Faculty members shall be eligible for a mini-sabbatical or instant sabbatical leave, triennially, not exceeding three (3) weeks in length after three (3) years of continuous service at the College.

2. The salary for the sabbatical leave will be half pay for two (2) semesters or full pay for a one (1) semester or mini-sabbatical or instant sabbatical.

3. Conditions

a. Up to and including two (2) full-time sabbatical leave equivalents, or four (4) one semester, or one (1) full-time and two (2) one-semester sabbatical leave equivalents may be granted each school year including summer. A full-time equivalent is understood to mean two (2) consecutive semesters. Any combination of mini-sabbaticals and/or instant sabbatical up to and including fifteen (15) weeks will be the equivalents of a one (1) semester sabbatical.

b. No more than one (1) full-time sabbatical equivalent shall be granted within a department per school year.

c. Sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the College, and shall be awarded according to the following criteria, though not necessarily in this order:

(i) The worth or contribution of the project or activity to the entire College, faculty, student body and/or specific department of the recipient, including a consideration of seniority and the quality of past service to the College;

(ii) The worth or contribution of the project to the personal competence of the individual recipient in terms of study, research, writing or cognate pursuits of a scholarly nature;

(iii) The merit of the project itself in terms of scholarly rigor, adequate design and planning, feasibility and potential academic productivity.

d. If a faculty member receives a scholarship, fellowship or research grant for the sabbatical leave period, the combined personal income from this source and sabbatical leave pay shall not exceed 150 percent of the faculty member's contractual salary for the period of the sabbatical leave. Any excess may be deducted from the faculty member's sabbatical leave pay.

e.A faculty member who receives a sabbatical leave shall return to the College immediately upon completion of the sabbatical for a period of two (2) years or refund on a prorated basis the salary received during the leave period. Promissory notes will be signed and returned to the signer on a prorated basis.

f. A presentation of application shall be made to the Board no less than sixty (60) calendar days preceding the expected commencement time of the leave or at least fifteen (15) calendar days prior to a regularly scheduled Board meeting for an instant sabbatical defined as from one to three weeks in length.

g. Any significant change in the faculty member's sabbatical program shall be reported in writing, by the recipient, to the Faculty Committee and the appropriate Dean immediately.

4. Formal Review of Sabbatical Appointments

a. The faculty committee in consultation with the appropriate Dean may review progress in all sabbatical projects not later than one-half way through the period of the sabbatical. The faculty committee in consultation with the Dean for Instructional Affairs may require a sabbatical recipient to reappear before it if the Faculty Committee has convincing information the recipient is not meeting, or will not be meeting, the conditions the conditions of his appointment.

b. If the Faculty Committee, in consultation with the President or his designee, after meeting with the recipient, determines he is not, or will not, be meeting the conditions of his appointment, they will recommend in writing to the Board of Trustees that the appointment be immediately rescinded.

G. Professional Leave

1. Absence from campus as a representative of the College shall be regarded as an extension of duty when arranged in advance.

2. Upon recommendation of the Department Chairman and approval by the Administration, a faculty member shall be released from regular duties without loss of salary for the purpose of participating in area, regional or national meetings.

3. The Board shall make provision in the budget for the purpose of promoting attendance of administratively approved conferences of a professional nature. The funds used for conference fees, lodging, food and travel expenses shall be provided, but not necessarily coverage in full. The faculty member shall be reimbursed for that portion of his expenses within thirty (30) days.

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ARTICLE IX

RETIREMENT

A. All contracts with professional employees under continuing contract shall be terminated at the end of the Master Agreement Contractual Year in which the employee becomes 70 years of age. This shall not preclude the employment of persons 70 years of age or over on a part-time or suppplementary basis; all faculty members employed on such basis shall be paid at the same step on the salary schedule that they would have been had they not retired, or the appropriate prorated portion thereof.

B. A faculty member employed after seventy (70) years of age shall be entitled to the yearly allotment of sick leave, or appropriate prorated portion thereof, and all sick leave accumulated up to the time of retirement, providing he has taught at the College for a period of time not less than five (5) years.

C. Retiring professional staff members who have served ten (10) or more years in the College may be considered for emeritus appointment upon recommendation of the faculty and Administration. Such appointments carry entitlement to all appropriate courtesies available to the active staff, but no remuneration.

D. Retirement Pay

Effective with the first pay period commencing August 23, 1984, the Board will pay to the proper agency the amount of the retirement pay previously paid for by the faculty member.

ARTICLE X

EVALUATION OF FACULTY MEMBERS

A. Probationary faculty members shall be evaluated at least once each semester during their first year of employment and at least once a year during the second and third years. Evaluation of the work performance of a probationary faculty member shall be put in writing by the faculty member's Department Chairperson/Coordinator and appropriate Dean, and/or their designee(s). Copies of each of these evaluations shall be provided to the faculty member and discussed with him/her by the evaluators at an evaluation conference.

B. Continuing contract faculty members will be evaluated at least once every three (3) years. The Department Chairperson/Coordinator will identify those faculty members to be evaluated each year before October 15 and will conduct the evaluation and evaluation conference. The appropriate Dean may be involved in the evaluation process at his request or at the request of either the faculty member or the Department Chairperson/Coordinator. The Department Chairperson/Coordinator, faculty member, or appropriate Dean may request an additional evaluation in the same and/or any other year.

C. Any faculty member being evaluated shall have the right to submit summaries of student evaluations and/or a self- evaluation three (3) days prior to the time of the evaluation conference as additional information with the final report.

D. Any faculty member being evaluated shall have the right to select, where possible, one faculty member from the same or allied discipline to participate in the evaluation process. The Department Chairperson/Coordinator, where possible, may also add one faculty member from the same or allied discipline to the evaluation team.

E. Classroom observation, review of course materials, interviews and/or any other appropriate evaluation procedure to access the teaching effectiveness of the faculty member being evaluated may be used. The procedure used shall be determined by the evaluation team in consultation with the faculty member being evaluated.

F. If a classroom visit is made the faculty member will be notified no less than three (3) teaching days in advance of the classroom visitation. The evaluation conference shall be held within ten (10) days of the classroom visitation.

G. All monitoring or observation of the work performances of a faculty member shall be conducted openly and with full knowledge of said faculty member.

H. A copy of the preliminary written evaluation shall be submitted to the faculty member at the evaluation conference. A copy of the final written evaluation shall be submitted to the faculty member within ten (10) working days after the evaluation conference and the faculty member shall have the opportunity to review the evaluation report within fifteen (15) working days. All copies of the evaluation shall be signed by the faculty member, Department Chairperson/Coordinator and appropriate Dean or their designee(s) when involved. Additional team members will also sign and may add comments. If the faculty member has any objections or comments to the evaluation, he may schedule an additional evaluation conference and/or submit an addendum which shall be attached thereto within those fifteen (15) working days. If reference is made to major deficiencies within the evaluation, the evaluation team shall submit a suggested program of improvement in writing with the evaluation. Where such a program of improvement includes course work and this program is approved by the evaluation team, transcripts will be requested from the institution offering these courses and forwarded to the appropriate dean with a copy placed in the faculty member's personnel file. Failure to again note a specific deficiency in the faculty member's subsequent evaluation will be considered as evidence that sufficient improvement has taken place with regard to said deficiency.

I. When the President or his representative arranges an interview with a faculty member for the purpose of discharge, suspension, disciplinary action or discussion of a complaint, both the president and the faculty member shall have the right to request a representative of the Association or another party to be present. The faculty member shall have the right to have a written rebuttal placed in his record. He shall be given a written statement of the reasons for any proposed action.

J. No faculty member shall be disciplined or reprimanded or deprived of any professional advantage without just cause. Any such unjustified discipline or reprimand including adverse evaluation of teaching performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance procedure as provided in this contract.

K. Attendance at athletic contests, plays, dances and other activities outside the regular school hours shall not be considered as a part of the teaching evaluation.

L. Any complaints regarding a faculty member made to the administration by any parent, student or other person which are considered in evaluating said faculty member's performance shall be promptly called to his attention.

M. Upon written request, a faculty member shall have the right during normal business hours to review his personnel file excluding confidential credentials, in accordance with the provisions of P.A. 397 of 1978, as amended.

N. No visitations or evaluation conferences will occur during the first two (2) weeks of classes or the last two (2) weeks of classes during any semester, unless requested by the person being evaluated.

ARTICLE XI

DIFFERENCES AND GRIEVANCE PROCEDURES

A. Informal Procedure

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as possible.

2. Nothing herein contained shall be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration.

B. Definition of a Grievance and Representation

1. A grievance is a signed claim, written on the Professional Grievance Report (Appendix A) filed at Level One by a faculty member or group of faculty members based upon an event which affects a condition of employment, discipline and/or an alleged violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees or any other provision of law except where the law specifically establishes the procedure for redress.

2. Any employee may take up his complaint with his immediate administrative supervisor but any adjustment of the complaint shall not be inconsistent with the terms of this Agreement and the Association representative shall be afforded an opportunity to be present at the time of such adjustment.

C. Grievance Procedure

Informal Discussion. A faculty member with a grievable complaint shall first discuss it with his immediate administrative supervisor either directly or through the Association's representative with the objective of resolving the matter informally.

Level One

If the complaint is not resolved informally it may be placed in writing on the form shown in Appendix A of this Agreement, signed by the grievant or grievants, and submitted to the immediate administrative supervisor within twenty (20) teaching days after the grievant knew or should have known of the act or condition on which the grievance is based. The administrative supervisor shall then hold a discussion with the grievant and his representative if requested and render his recommendation in writing within ten (10) teaching days of his receipt of the grievance.

Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may submit the grievance in writing within five (5) teaching days after receiving the written answer in Level One with the appropriate Dean or designee. Upon receipt of such grievance a meeting shall be held between such administrator, the grievant and his representative within ten (10) teaching days of receipt of the grievance. A written answer shall be given by the administrator within three (3) teaching days following the meeting. Level Two step shall not apply where the appropriate Dean is the same person as the immediate supervisor referred to in Level One.

Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may submit the grievance in writing within ten (10) teaching days after receiving the written answer in Level Two to the President or his designee. Upon receipt of such grievance a meeting shall be held between the President or his designee, the grievant and his representative within ten (10) teaching days of receipt of the grievance. A written answer shall be given by the President or his designee within ten (10) teaching days following the meeting.

Level Four

If the aggrieved person or the Grievance Chairperson is not satisfied with the disposition of his grievance at Level Three he may submit it, in writing, to the Secretary of the Board of Trustees within twenty (20) teaching days after receipt of the answer in Level Three. The Board, or the Personnel Committee of the Board, shall, within thirty (30) calendar days of the date of filing, hold a hearing on the grievance. The Board shall indicate its disposition of the grievance in writing to the grievant and the Association's Grievance Committee no later than fifteen (15) calendar days after the next regularly scheduled Board of Trustees meeting.

Time Limits

1. If a faculty member does not file a grievance in writing at Level One within twenty (20) teaching days after the grievant knew or should have known of the act or condition on which the grievance is based, then the grievance shall be deemed as waived.

2. Any grievance not timely processed to the next step shall be deemed as withdrawn and any grievance not timely answered by the administration shall be automatically appealed to the next step. Teaching days shall mean any day, Monday through Friday, except contractual holidays.

D. Arbitration

In the event the answer by the Board is not satisfactory to the Association then within fifteen (15) calendar days following the date of receipt of the Board's answer the Association only, and not an individual faculty member, may file a demand for arbitration of the dispute to the Federal Mediation and Conciliation Service with a copy of the demand delivered to the office of the President, all pursuant to the following rules and conditions:

1. The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement and he shall have no authority to hear or rule upon any of the following:

a. Any matter which could be brought within the jurisdiction of any governmental agency authorized by law to rule upon the subject matter in question.

b. Any matter involving the Board's discretion in the expenditure of funds for capital outlay.

c. The fixing or establishment of any salary schedule or any other form of compensation or remuneration.

d. The termination of or decision not to reemploy or decision to continue on probation any probationary faculty member.

e. Evaluation of faculty, except where the claim is failure to follow the contractual procedure.

2. The decision of the Arbitrator shall be advisory only. In case of suspension under Article IV, E, 2, c, the decision of the Arbitrator shall be binding.

3. Upon receiving a list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, he shall be selected by the parties alternately striking a name from the list.

4. The costs and expenses of the arbitrator shall be shared equally by the parties.

5. In the event that the Board elects not to abide by the award of the Arbitrator, then a written statement of the election, with reasons attached, shall be delivered to the Association within thirty (30) calendar days following the receipt of the award.

E. Miscellaneous

1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation. If any faculty member for whom a grievance is filed, processed or sustained shall be found to have been unjustly discharged, he shall be reinstated to his former position with full reimbursement of all professional compensation lost.

2. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

3. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants.

4. It is agreed that the aggrieved party and the Grievance Committee will be furnished all documents, communications and records dealing with the grievance which are necessary for the processing of any grievance

5. A grievance may be withdrawn at any level without precedence. However, if in the judgment of the Grievance Committee the grievance affects the welfare of the faculty, the grievance may be continued to be processed as a grievance of the Association

6. It shall be the right of the Grievance Committee to determine the advisability of processing any grievance filed

ARTICLE XII

NEGOTIATIONS PROCEDURES

A. Negotiations shall not be reopened prior to May 1 of the last year covered by this contract except by mutual consent

B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Board and the Association, the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

D. For the duration of the present contract and during the negotiating of a new contract, the following procedures shall be followed:

1. Meetings shall be scheduled at times that do not conflict with the teaching schedules of the members of the Professional Negotiations Committee.
2. The Board of Trustees shall designate permanent members of their Negotiations Committee and shall inform the Association of such. The Association shall designate permanent members of their Negotiations Committee and shall inform the Board of such.
3. Meetings shall be held at a place mutually agreeable to both parties.
4. Meetings shall be arranged within fifteen (15) calendar days of a request by either the Board or the Association after the May first opening of negotiations.
5. Meetings shall be held at regular intervals not to exceed fourteen (14) calendar days unless mutually agreed upon by the Board and the Association.

ARTICLE XIII

ACADEMIC FREEDOM

The faculty member shall have the freedom to report the truth as he sees it both in the classroom and in reports of research activities. There shall be no restraints which would impair the faculty member's ability to present his subject matter in this context.

ARTICLE XIV

RIGHTS OF THE BOARD

The Association recognized that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the College to the full extent authorized by law.

ARTICLE XV

DEDUCTIONS FOR PROFESSIONAL DUES

A. Faculty members may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues to the Association, the Michigan Educational Association, and the National Education Association. Such authorization shall continue in effect unless, subsequent to May 1 and prior to August 15 of any year, such authorization is formally revoked by the faculty member in writing and copies thereof are delivered to the Board and the Association.

B. The deduction of membership dues shall be made from one regular paycheck each month for nine (9) months, beginning in September and ending in May of each year and the Board agrees to remit promptly to the respective Associations all monies so deducted, accompanied by a list of faculty members from whose checks the deductions have been made.

C. Any additional item and/or issue which would subject itself to the check-off procedure subject itself to the check-off procedure must first be submitted by the Association, accompanied by notarized endorsement of at least fifty percent (50%) of all eligible members therein, to the President for subsequent consideration of the request. Subject to the provisions of this Agreement, the Board retains the right to accept or deny check-off authorization not previously herein designated.

ARTICLE XVI

PROFESSIONAL COMPENSATION

A. The basic salaries of faculty members covered by this Agreement are set forth in Appendix D which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. The stated salaries represent movement to the next step each year for all faculty members except those at the top of their range. The revised schedules shall apply at the times stated on the schedule.

B. The salary schedule is based upon the academic year as set forth in the calendars in Appendix B. For additional weeks as part of the regular contract, a faculty member shall be entitled to additional compensation prorated from the salary schedule in Appendix D.

C. All newly employed faculty members shall be given experience credit on the salary schedule as set forth in Appendix D equivalent to the number of years of previous employment experience that are directly applicable to their Muskegon Community College assignment, as determined by the Administration. Credit for military experience will also be given, but only where that experience is directly applicable to the individual's Muskegon Community College assignment, as determined by the administration.

D. In no instance shall experience be counted as formal education nor formal education counted as experience in placing a faculty member on the salary schedule. To qualify for a salary level as the result of formal education, a faculty member must have the specified degree or M.A. + 30 semester hours or MA + 60 semester hours. No new faculty member shall be placed at a point higher or lower on the salary schedule than his previous formal education and experience warrant.

E. Faculty members qualifying for a new salary level as the result of additional formal education, which is applicable to their assignment at Muskegon Community College as determined by the administration and concurrent with notification to the Association, shall be placed on the new level at the beginning of the semester which follows completion of the additional education. If receipt of proper certification credentials is delayed, pay shall be retro- active to the beginning of the semester. Whenever the term "formal education" appears in this Article, it shall mean course credits or degrees awarded by institutions of higher education accredited by the North Central Association of Colleges and Schools or its regional or foreign counterpart.

F. The salaries of all faculty members shall be determined by the salary schedule as set forth in Appendix D. In no instances shall there be individual deviations. In the event of gross inequity in placement of a faculty member on the salary schedule, the faculty member may be advanced or held on step upon consultation and agreement between the Board and the Association.

G. The Board will provide each full-time faculty member and his immediate family with full family hospitalization on a plan similar to MESSA Super Med I Plan in existence as of July, 1981. The Board shall determine which plan shall be provided, and in no case shall the program be less than the MESSA Super Med I Plan of July, 1981.

The faculty member may elect to receive or reject the insurance, but in the latter case no substitution will be made.

The College will continue such insurance during paid sick leave; during compensation leave while sick leave is used (or for ninety (90) days of compensation leave), during disability leave while sick leave is used, or until expiration of school year.

In the event a faculty member has exhausted paid sick leave, the hospitalization coverage shall continue through the period of disability, but not more than six (6) months beyond the last day of paid sick leave.

If a faculty member is laid off, the health care plan shall continue for two (2) additional months after the month in which the layoff became effective, or until the end of the school year, whichever occurs first.

In the event a faculty member is terminated or resigns during the school year, the hospitalization insurance shall be continued until the faculty member has received the pro rata portion of the twelve (12) month insurance year earned at the time of the termination or resignation.

H. 1. Faculty members will be provided life insurance in the amount of Twenty Thousand Dollars ($20,000.00) per faculty member per year with Accidental Death and Dismemberment coverage.

2. Effective as of the dates listed below, the following amounts with Accidental Death and Dismemberment coverage shall apply:

Effective Date	Addition	Total
January 1, 1986	$5,000	$25,000
July 1, 1986	5,000	30,000
July 1, 1987	5,000	35,000

I. 1. The Board shall provide each eligible faculty member and his immediate family a Dental program, which program shall have the following provisions:

(a) Fifty-dollar ($50.00) deductible, with a maximum of three (3) deductibles per family per year.

(b)	Preventive	50%
	Restorative	50%
	Major Restoration	50%
	Orthodontics	50%

2. Effective January 1, 1986, the Board shall provide MESSA Delta Dental Plan C/O-3 with 50/50 co-payment and $1,000 maximum orthodontics, at a fixed blended monthly premium rate not to exceed $23.15 per faculty member.

3. Effective June 30, 1986, the Board shall provide MESSA Delta Dental Plan D/004 with 60/60/60 co-payment and $1,000 maximum orthodontics at a fixed blended monthly premium rate not to exceed $27.60 per faculty member, which rate will hold until December 31, 1987.

4. Any increase in the blended premium rate of $27.60 occurring on or after January 1, 1988, which is in excess of 110% of $27.60 shall be paid for by the faculty member through a payroll deduction of such excess.

Example:	Rate	$27.60
	Increase	4.00
	New Rate	$31.60
	110% of $27.60 =	$30.36
	Excess paid by faculty	$1.24

5. The Board reserves the right to change the funding method or the carrier, provided, however, that in the event such change would result in any reduction in benefit levels, then the consent of the Association must be obtained.

J. Overload

Upon completion of the annual load, overload will be paid for additional credit and/or contact hours or other professional assignments according to the formula outlined below:

1. Overload pay will be based on the following:
500.00 x overload contact hours.

2. When an annual load consists of a minimum of thirty-three (33) contact hours and is the result of a three-quarter (3/4) contact hour mix and nine (9) classes, as described in Article V, B, 3, overload shall begin as follows:

If the annual load consists of 9 classes and a minimum of:	Then overload shall begin at:
33 contact hours	34 contact hours
34 contact hours	35 contact hours
35 contact hours	36 contact hours
36 contact hours	37 contact hours

3. For counselors, librarians, apprenticeship coordinator, respiratory therapy, nursing-clinical and hourly assignments, compensation will be based on the formula:

$$\frac{\text{September 1, 1981 Contractual Salary}}{1575} \times \text{extra contractual hours}$$

4. If a faculty member cannot meet an overload class, the faculty member will have deducted from the pay a pro rata amount.

5. Additional remuneration for theatre production work:

(a) Directing: A director will receive the equivalent of three (3) contact hours of load for each full-length play directed.

(b) Designing/Technical Directing: A designer/technical director will receive the equivalent of two (2) contact hours of load for each full-length play designed and constructed.

6. Annual athletic supplements for coaches covered by this Agreement shall be as negotiated between the individual and the President of the College or his designee.

K. When a faculty member takes over a course or courses of another faculty member, when deemed necessary by the administration that these courses must be covered, the faculty member substituting shall be paid on a prorated basis according to his base salary.

L. All faculty members shall be given the option of a twenty (20) or twenty-six (26) pay schedule annually at the time the contract is signed as set forth in Appendix E.

M. A faculty member shall be permitted to bank contact hours from one contract year to the next, if mutually agreeable to both the faculty member and the Dean for Instruction.

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ARTICLE XVII

DEPARTMENT CHAIRPERSONS

A. The department chairperson shall be elected annually before the end of the Winter semester by a majority vote of the members of the department. The person elected will assume responsibility at the beginning of the following Fall semester. The chairperson shall be evaluated annually by the Dean of the Faculty and the department members on his performance as chairperson.

B. The duties of the Chairperson shall be determined by the administration after meeting with the Department Chairpersons at least once per year. Those duties will be clearly stated to the faculty in writing.

C. Remuneration for department chairpersons:

1. Departments which have ten (10) or fewer members: The department chairperson shall be given released time equivalent to 3/10 of their normal load and shall receive a stipend of $700.00 per academic semester.

2. Departments which have eleven (11) or more members: The department chairperson shall be given released time equivalent to 4/10 of his normal load and shall receive a stipend of $850.00 per academic semester.

3. In the areas of industrial manufacturing technologies and business occupations, the department chairperson shall be given released time equivalent to 1/2 of his normal load and shall receive a stipend of $1,050.00 per academic semester.

4. The chairperson shall have a ½ load during one 8-week session with ½ stipend. The ½ stipend only will be paid during the other 8-week session.

D. Department chairpersons will have overload privileges.

E. A department chairperson may bank released time.

ARTICLE XVIII

PROGRAM COORDINATOR

A. Coordinators shall be elected annually before the end of the Winter semester by a majority of the members of the program. The person elected shall assume responsibilities at the beginning of the following Fall semester. The coordinator shall be evaluated annually by the appropriate Dean and the program members on his performance as coordinator.

B. The duties of the coordinator shall be determined by the appropriate Dean after meeting with each coordinator annually and shall be clearly stated in writing.

C. Renumeration for coordinators—The released time for coordinators shall be 3/10 of their annual load. The coordinator shall receive a stipend of $600.00 per academic semester.

D. Coordinators shall have overload privileges. Released time may be taken as overload when approved by the appropriate dean.

E. Coordinators may bank released time in order to maintain the program.

F. Coordinators shall have access to all meetings and shall receive all information and memoranda that are disbursed to Department Chairpersons.

G. The coordinator will be given a stipend of $300.00 during the Spring and/or Summer session.

ARTICLE XIX

PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of faculty members, participation by faculty members in professional organizations in the areas of their specializations, leaves for work on advanced degrees or special studies and voluntary participation in community educational projects.

B. It shall be the goal of the Administration, the Board and the Association to arrange for courses, workshops, conferences and programs designed to improve the quality of instruction and to obtain people of the highest qualifications to participate in the presentation of such programs. The Association shall aid in an effort to achieve maximum attendance and participation.

C. Every reasonable effort shall be made to arrange the class hours of a faculty member who has requested this help in scheduling means of professional improvement (courses, seminars, research projects, and other like activities) approved by the Administration. In all such instances, the needs of Muskegon Community College take precedence.

D. A faculty member requested by the administration to assume teaching duties other than in his current teaching area or not in his major area will be afforded the opportunity, by the College, to bring himself up to date by taking additional administratively approved courses in that area at an accredited institution of higher learning. The amount of reimbursement shall be mutually agreed upon by the faculty member and the administration prior to registration and contingent upon satisfactory completion of the course or courses taken.

ARTICLE XX

COLLEGE CALENDAR, COLLEGE WEEK AND COLLEGE DAY

A. College Calendar

For the term of this Agreement, the College calendar shall be set forth in Appendix B.

B. College Week

1. A faculty member's work week shall consist of no more than five (5) consecutive days of assignments.

2. Members of the faculty are to be on campus each week as necessary for:

a. meeting all classes, laboratories, seminars and student conferences;

b. posting and maintaining a minimum of ten (10) conference hours per week for regular day contract personnel;

c. posting and maintaining a minimum of two (2) conference hours per week during evening and three (3) during Spring and Summer sessions;

d. attending and participating in scheduled meetings of the faculty-at-large, special committees and/or divisional and departmental meetings.

3. One hour per week between 8:00 a.m., and 5:00 p.m., shall be left open to include as many of the faculty as possible for scheduled meetings.

C. College Day

1. The College day shall include such scheduled class sessions as the individual teaching load may prescribe, regularly scheduled conference hours, and such additional time as may be necessary to fulfill committee assignments and other necessary professional responsibilities.

2. Whenever it is not possible to schedule the minimum hours of teaching load within the eight (8) consecutive hours except as noted in Article V, E-1, the appropriate Dean, with the consent of the individual, may assign classes sufficient to provide the minimum teaching load.

3. Each faculty member shall have the eleven, twelve or one o'clock hour free for lunch each day if he so desires.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

A. This Agreement shall supersede all policies, rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and substantiating except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Copies of this Agreement shall be printed at the expense of Muskegon Community College and presented to all faculty members now employed or hereafter employed and made available for perusal by any faculty members considered for employment.

D. Definition of Full-Time. "Full-time" faculty member means any faculty member who teaches a full load the fall and winter semester or the equivalent over one school year or who fulfills his professional responsibility over the same period. This shall apply only for purposes of retirement credit and fringe benefits to the extent permitted by law.

E. Whenever reference is made in this Agreement to the male pronoun — he, him, his, etc., it is intended and shall be deemed to include reference to the equivalent female pronoun — she, her, hers, etc., unless the language clearly indicates otherwise.

ARTICLE XXII

DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 1985, and shall continue in effect until August 31, 1988, provided however:

Effective July 1, 1987, the Salary Schedule contained in Appendix D shall be open for negotiations between the parties in order to provide for a 1987-88 Salary Schedule. The settlement resulting from such negotiations shall be not less than 3.00% of the 1986-87 Base Salary Schedule and shall be not more than 5.25% of the 1986-87 Base Salary Schedule.

BOARD OF TRUSTEES	MUSKEGON COMMUNITY COLLEGE ASSOCIATION
By Thomas C. Black Jr., Chairman	By Richard C. Hopson President
By Kurt Marcus Vice-Chairman	By Judith Brooks Secretary
By Secretary	By William R. Garrigan Chairman, Negotiations Committee
By Treasurer	By Terry D. Swisher Negotiations Committeeman
By Donald A. Ludert Trustee	By David L. Daniels Negotiations Committeeman
By Robert E. Garrison Trustee	By Donald J. Gordon Negotiations Committeeman
By Trustee	By Bruce Prusek Negotiations Committeeman

APPENDIX A
PROFESSIONAL GRIEVANCE REPORT

Muskegon Community College Grievance Number____________________

Date of filing________________ Date of alleged violation________________.

Subject to the provisions of the Professional Negotiations Agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, or to adjust or settle the same.

Statement of Grievance:

Remedy requested:

____
Signature of Grievant(s)
Additional signatures may be
placed on attached sheets.

____
Approved for Processing
(Grievance Chairman)

____
Date

____
Date

Level I: Disposition: _______ Date: _______ Signature: __________________

Association Response: _______ Date: _______ Signature: __________________

Level II: Disposition: _______ Date: _______ Signature: __________________

Association Response: _______ Date: _______ Signature: __________________

Level III: Disposition: _______ Date: _______ Signature: __________________

Association Response: _______ Date: _______ Signature: __________________

Level IV: Disposition: _______ Date: _______ Signature: __________________

Association Response: _______ Date: _______ Signature: __________________

APPENDIX B-1
1985-86
ACADEMIC CALENDAR

EVENT	DATE(S)
Faculty Seminar Days	Aug. 29-30
Labor Day	Sept. 2
Fall Semester Classes	Sept. 3-Nov. 27
Thanksgiving Vacation	Nov. 28-29
Fall Semester Classes/Exams	Dec. 2-20*
Christmas Vacation	Dec. 21-Jan. 5
Faculty Seminar Days	Jan. 6-7
Winter Semester Classes	Jan. 8-Feb. 28
Mid-Semester Vacation	Mar. 3-7
Winter Semester Classes	Mar. 10-28
Winter Semester Classes/Exams	Mar. 31-Apr. 30*
Open Calendar	May 1-2
Spring Session Classes	May 5-23
Memorial Day	May 26
Spring Session Classes/Exams	May 27-June 27**
Summer Session Classes	June 30-July 3
Independence Day	July 4
Summer Session Classes/Exams	July 7-Aug. 22**

* 3 days to be scheduled in extended time blocks for exams/classes

** 2 days to be scheduled in extended time blocks for exams/classes

APPENDIX B-2
1986-87
ACADEMIC CALENDAR

EVENT	DATE(S)
Faculty Seminar Days	Aug. 28-29
Labor Day	Sept. 1
Fall Semester Classes	Sept. 2-Nov. 26
Thanksgiving Vacation	Nov. 27-28
Fall Semester Classes	Dec. 1-15
Exam Preparation Day	Dec. 16
Final Exam Day	Dec. 17-19*
Christmas Vacation	Dec. 20-Jan. 4
Faculty Seminar Day	Jan. 5
Winter Semester Classes	Jan. 6-Feb. 27
Mid-Semester Vacation	Mar. 2-6
Winter Semester Classes	Mar. 9-Apr. 23
Exam Preparation Day	Apr. 24
Final Exam Days	Apr. 27-29*
Open Calendar	Apr. 30-May 1
Spring Session Classes	May 4-22
Memorial Day	May 25
Spring Session Classes/Exams	May 26-June 26**
Summer Session Classes	June 29-July 2
Independence Day Vacation	July 3
Summer Session Classes/Exams	July 6-Aug. 21**

* 3 days to be scheduled in extended time blocks for exams/classes

** 2 days to be scheduled in extended time blocks for exams/classes

*** Teaching Faculty are expected to be on campus all 3 seminar days and the fall exam preparation day. The Teaching Faculty may choose to be on campus during the winter exam preparation day.

APPENDIX B-3
1987-88
ACADEMIC CALENDAR

EVENT	DATE(S)
Faculty Seminar Days	Aug. 27-28
Fall Semester Classes	Aug. 31-Sept. 4
Labor Day	Sept. 7
Fall Semester Classes	Sept. 8-Nov. 25
Thanksgiving Vacation	Nov. 26-27
Fall Semester Classes	Nov. 30-Dec. 14
Exam Preparation Day	Dec. 15
Final Exam Days	Dec. 16-18*
Christmas Vacation	Dec. 19-Jan. 3
Faculty Seminar Day	Jan. 4
Winter Semester Classes	Jan. 5-Feb. 26
Mid-Semester Vacation	Feb. 29-Mar. 4
Winter Semester Classes	Mar. 7-Apr. 21
Exam Preparation Day	Apr. 22
Final Exam Days	Apr. 25-27*
Open Calendar	Apr. 28-29
Spring Session Classes	May 2-27
Memorial Day	May 30
Spring Session Classes/Exams	May 31-June 24**
Summer Session Classes	June 27-July 1
Independence Day	July 4
Summer Session Classes/Exams	July 5-Aug. 19**

* 3 days to be scheduled in extended time blocks for exams/classes

** 2 days to be scheduled in extended time blocks for exams/classes

*** Teaching Faculty are expected to be on campus all 3 seminar days and the fall exam preparation day. The Teaching Faculty may choose to be on campus during the winter exam preparation day.

APPENDIX C-1
TEACHER'S PROBATIONARY CONTRACT

THIS PROBATIONARY CONTRACT made between the Board of Trustees of MUSKEGON COMMUNITY COLLEGE, (hereinafter called the Board) and _______________ (hereinafter called the Faculty Member)

WITNESSETH:

Said Faculty Member hereby contracts with said Board for the school year of for two hundred fifteen (215) days, commencing and said Board hereby contracts to hire said Faculty Member to teach in the MUSKEGON COMMUNITY COLLEGE, such appointment to continue in full force and effect as provided in the current Master Contract between the Board and the Faculty Association and may be terminated only as provided therein.

For, and in consideration of, such services for the school year the said Board will pay to said Faculty Member the sum of $__________, at Step__________ of the current salary schedule, payable in _____20 or _____ 26 equal installments.

IN WITNESS WHEREOF the parties hereto have respectively set their hands and seals this day and year above written.

By _______________
Faculty Member

Date _______________

By_______________
Chairman, Board of Trustees

By_______________
Secretary, Board of Trustees

APPENDIX C-2
TEACHERS CONTINUING CONTRACT

THIS CONTINUING CONTRACT MADE between the Board of Trustees of MUSKEGON COMMUNITY COLLEGE (hereinafter called the Board) and ______________________ (hereinafter called the Faculty Member)

WITNESSETH:

Said Faculty Member having been employed three (3) or more consecutive years by said Board, hereby contracts with said Board for the school year of for two hundred fifteen (215) days, commencing the day of and said Board hereby contracts to hire said Faculty Member to teach in the Muskegon Community College, such appointment to continue in full force and effect as provided in the current Master Agreement between the Board and the Faculty Association and may be terminated only as provided therein.

For, and in consideration of, such services for the school year the said Board will pay to said Faculty Member the sum of $________________, at Step______ of the current salary schedule, payable in ______20 or ______26 equal installments.

Said Faculty Member shall annually, hereafter, so long as employed by said Board, receive a supplementary contract stating the salary and sick leave for the ensuing school year to which said Faculty member is entitled under rules of said Board.

IN WITNESS WHEREOF THE parties hereto have respectively set their hands and seals this day and year above written.

By ______________________________

Date ______________________________

By______________________________
Chairman, Board of Trustees

By______________________________
Secretary, Board of Trustees

APPENDIX C-3
ANNUAL SUPPLEMENT TO CONTINUING CONTRACT

To:_________________________________ Date:_________________________________

You are hereby notified that your salary for the school year beginning will be $_______________ at Step_____ of the current salary schedule, payable in _____20 or _____26 equal installments. Said school year is for two hundred fifteen (215) days.

It is further agreed that you will be allowed sick leave in accordance with the rules and regulations of the Board of Trustees for _________ days during the school year covered by this contract supplement.

If you accept the terms of this continuing contract supplement, please date and sign and return the same to the Personnel Office within twenty-one (21) days of receipt of this notice.

By _________________________________
Date _________________________________

By_________________________________
Chairman, Board of Trustees

By_________________________________
Secretary, Board of Trustees

APPENDIX C-4
ONE-YEAR CONTRACT

Trustees of MUSKEGON COMMUNITY COLLEGE, (hereinafter called the Board) and ______________________________ (and hereinafter called the Faculty Member)

WITNESSETH:

Said Faculty Member hereby contracts with said Board for the school year of 19___—19___ for two hundred fifteen (215) days, commencing _________day of September/August 19___, and said Board hereby contracts to employ said Faculty Member to teach in the MUSKEGON COMMUNITY COLLEGE.

For, and in consideration of such services for the school year 19___—19___, the said Board will pay to said Faculty Member the sum of $____________, at Step_____ of the current salary schedule, payable in _____20 or _____26 equal installments.

IN WITNESS WHEREOF the parties hereto have respectively set their hands and seals this day and year above written.

By ______________________________
Faculty Member

Date ______________________________

By______________________________
Chairman, Board of Trustees

By______________________________
Secretary, Board of Trustees

SALARY SCHEDULE

	DEGREE						
	ND	RN	BA	MA	MA+30	MA+60	PHD
STEP	1	2	3	4	5	6	7
1	1.000	1.000	1.000	1.000	1.000	1.000	1.000
2	1.043	1.043	1.043	1.043	1.043	1.043	1.043
3	1.086	1.086	1.086	1.086	1.086	1.086	1.086
4	1.138	1.138	1.138	1.138	1.138	1.138	1.138
5	1.190	1.190	1.190	1.190	1.190	1.190	1.190
6	1.242	1.242	1.242	1.242	1.242	1.242	1.242
7	1.294	1.294	1.294	1.294	1.294	1.294	1.294
8	1.355	1.355	1.355	1.355	1.355	1.355	1.355
9	1.417	1.417	1.417	1.417	1.417	1.417	1.417
10	1.478	1.478	1.478	1.478	1.478	1.478	1.478
11		1.548	1.548	1.548	1.548	1.548	1.548
12			1.618	1.618	1.618	1.618	1.618
13			1.825	1.825	1.825	1.825	1.825

BASE

	YEAR	1	2	3	4	5	6	7
	82	11,940	12,613	14,089	15,431	16,102	16,786	17,308
	83	12,895	13,622	15,216	16,666	17,390	18,129	18,693
	84	13,346	14,099	15,749	17,249	17,999	18,764	19,347
	85	14,280	15,086	16,851	18,456	19,258	20,077	20,701
5.00%	86	14,994	15,840	17,694	19,379	20,221	21,081	21,736
4.75%	87	15,706	16,592	18,534	20,300	21,181	22,082	22,768
4.00%	88	16,334	17,256	19,275	21,112	22,028	22,965	23,679

MUSKEGON COMMUNITY COLLEGE
FACULTY ASSOCIATION

By Richard B. Hudson
President

C. Bruce Pinckney
Chairperson
Negotiating Committee

MUSKEGON COMMUNITY COLLEGE
BOARD OF TRUSTEES

By Thomas C. Clock Jr.
Chairman

John L. Stevenson
President

APPENDIX E
PAYROLL SCHEDULE

1985-86		1986-87		1987-88	
September	5	September	4	September	3
	19		18		17
October	3	October	2	October	1
	17		16		15
	31		30		
November	14	November	13	November	12
	28		27		26
December	12	December	11	December	10
	26		25		24
		END OF FALL SEMESTER			
January	9	January	8	January	7
	23		22		21
February	6	February	5	February	4
	20		19		18
March	6	March	5	March	3
	20		19		17
					31
April	3	April	2	April	14
	17		16		28
			30		
		END OF WINTER SEMESTER			
May	1	May	14	May	12
	15		28*		26*
	29*				
June	12	June	11	June	9
	26		25		23
July	10	July	9	July	7
	24		23		21
August	7	August	6	August	11
	21		20		25

Pay Periods 26

*20 pay period termination

Mr. William Garrigan, Chairperson
Muskegon Community College Faculty Association
Muskegon Community College
221 Quarterline Road
Muskegon, MI 49442

LETTER OF UNDERSTANDING

In the course of negotiations and settlement of the 1985-1988 Master Agreement between the Board and the Association, the parties agreed to the following:

1. **JOB SHARING**

The concept of "job sharing" is postponed for further discussion on the issue and remanded for definition and development to individuals within the bargaining unit who have direct interest in its implementation. Therefore, it is understood that any bargaining unit member(s) with a specific proposal for job sharing affecting specific individuals should bring such a proposal forth to the negotiating representative of the College and the Association for review, modification, if appropriate, and possible adoption. Such proposal would be implemented only by mutual agreement of both parties.

2. 3/4 CREDIT HOUR SPLIT

In Article V, Teaching Loads and Assignments, it is recommended that the following language be inserted under Part B, 3, on Page 19:

> "For those faculty members whose load is a combination of 3 and 4 contact hour classes (where credit hours equals contact hours), the minimum annual load shall be nine sections and 33 contact hours."

Under Article XVI, Professional Compensation, are found provisions for overload pay. The following description is recommended for inclusion under Item J, Pages 69 and 70:

> "When an annual load consists of a minimum of 33 contact hours and is the result of a 3/4 contact hour mix and 9 classes as described in Article V, B, 3, overload shall begin as follows:

If the annual load consists of 9 classes and a minimum of:	Then overload shall begin at:
33 contact hours	34 contact hours
34 contact hours	35 contact hours
35 contact hours	36 contact hours
36 contact hours	37 contact hours

Such recommendations have been included in the 1985-1988 Master Agreement.

3. OVERLOAD PROCEDURE

a. Filling the annual class load of the Instructor must take precedence over the awarding of overload.

b. Each department is responsible for deciding how overload is to be distributed.

1) Each department must agree by consensus on a written plan for the distribution of overload within that department.

2) Each plan must be submitted to the Dean of Faculty for approval.

3) The plan shall address at least the following:

Qualification(s), availability, seniority, posting of Instructor's name on schedules.

4) The Dean of Faculty will use this written plan to monitor and control the distribution of overload within various departments.

4. **DENTAL GRIEVANCES**

The following dental grievances are hereby withdrawn and are considered settled:

(a) September 10, 1984 - No. 091984

(b) January 3, 1985 - No. 011685

(c) January 4, 1985 - No. 012885

(d) January 29, 1985 - No. 021185

(e) October 16, 1985

5. **UNFAIR LABOR PRACTICE CHARGES**

Upon the signing of the Master Agreement, each party shall cause its unfair labor practice charges to be withdrawn, with prejudice.

MUSKEGON COMMUNITY COLLEGE FACULTY ASSOCIATION	MUSKEGON COMMUNITY COLLEGE BOARD OF TRUSTEES
By Richard C. Hopson President	By Thomas C. Clock Jr Chairman
William R. Chairperson Negotiating Committee	John H. Thompson President

Faculty Master Agreement

September 1, 1986
to
August 31, 1989

OAKLAND COMMUNITY COLLEGE

771

Michigan
[illegible]

MASTER AGREEMENT

Oakland Community College, hereinafter referred to as the "College," and the Oakland Community College Faculty Association, hereinafter referred to as the "Association," on this 1st day of September, 1986 enter into the following agreement:

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ARTICLE I — RECOGNITION

1.1 RECOGNITION OF ASSOCIATION

The College recognizes the Association as the exclusive representative to the extent required by Act 379 of the Michigan Public Act of 1965 for the purpose of collective bargaining for all full-time faculty with respect to hours, wages, terms and conditions of employment during the term of this Agreement.

1.2 DEFINITION OF FULL-TIME FACULTY

The term full-time faculty shall include all persons who are employed on a ten month or eight month teaching contract, and who are employed to teach more than eight (8) credit hours during any full session.

1.3 EXTENSION OF DEFINITION OF FULL-TIME FACULTY TO LIBRARIANS, COUNSELORS, IIC

The term full-time faculty shall include persons employed on a ten (10) month contract or more as librarians, counselors, instructors in the Individualized Instruction Center and the Carrel Arcades who work more than fifteen (15) hours per week.

1.4 EMPLOYEES EXCLUDED FROM COVERAGE UNDER THE AGREEMENT

The following employees are excluded from this Agreement: officers of the College, other administrative and supervisory personnel, and anyone performing administrative or supervisory functions for the College.

Administrative and Supervisory functions do not include coordinating activities (e.g., role of a department head), but do include administrative decision-making roles (including supervision of other college employees), service on appeal boards, committees with administrative decision-making responsibilities, and administrative bargaining teams.

1.5 EQUAL OPPORTUNITY

Oakland Community College, pursuant to the requirements of Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and Executive Order 11246, does not discriminate against applicants or employees on the basis of race, religion, color, national origin, sex, age or handicap, nor will sexual harassment be tolerated, in its employment practices.

ARTICLE II — CONDITIONS OF WORK

2.1 TEACHING FACULTY

For faculty members whose function is to instruct students, the following conditions shall prevail:

A. CLASS ASSIGNMENTS

All class schedules and faculty assignments, constructed and submitted by the Department, shall be subject to the approval of the appropriate supervisor. The Administration cannot require a department to submit a schedule containing fewer instructional credit hours than the number that made in the corresponding session of the previous year. The immediate supervisor may disapprove the schedule containing a number of instructional credit hours beyond this minimum only for the following reasons:

1. Relevant historical data.
2. Current enrollment trends.
3. Lack of demonstrated program needs.
4. Budget restrictions imposed by external agencies (e.a., state, federal) which make the offering of additional instructional credit hours financially impossible.
5. Facility limitations.

In submitting and resubmitting of schedules the departments are expected to meet reasonable deadlines of which they have been properly notified. In addition to the above schedule, the Administration will make available, on a College-wide basis, a number of ICH's equal to the amount of ICH's cancelled in the corresponding session of the previous year. These additional ICH's will be assigned to the appropriate campus and department by the office of Academic and Management Information Systems.

Tentative annual schedules shall be submitted in April each year. The Department may submit changes to these tentative schedules after the official count date of the preceding session.

Qualified full-time teaching faculty shall have preference in the assignment of classes. Other qualified full-time Faculty shall have preference in the assignment of remaining classes.

During the Fall and Winter sessions courses may be scheduled that meet for only the first seven and one-half weeks, or for only the second seven and one-half weeks of the session, or courses may start at the beginning of the second seven and one-half weeks session and run for fifteen weeks. However, classes that start at the beginning of the second seven and one-half week session can only be used as overload or carry forward, unless such a section is needed to fill out a base load.

B. EVENING ASSIGNMENTS

Where sufficient full-time faculty do not choose to work evening assignments (after 5:00 p.m.) the Department shall assign such courses to Department members on a semester rotation basis. Such evening assignments for full-time faculty shall not exceed one (1) section Fall and Winter, nor exceed two (2) evenings per week Spring or Summer, except when Section 2.10 or Section 22.9 is applied.

C. HOURS ON CAMPUS

Scheduling of hours on campus, other than hours devoted to instruction, shall be the responsibility of the individual instructor, while taking into account the needs of the students, the

Department and the College. Office hours and scheduled class hours shall be posted and regularly maintained by each faculty member. Faculty members shall schedule their workload so as to be on campus for classes and/or office hours a minimum of three (3) days per week Fall and Winter semesters and two (2) days per week Spring and Summer. Teaching faculty shall schedule and maintain a minimum of one (1) hour per week on campus for student services for each three (3) credit hour section taught and proportionately for all other sections taught, both base load and overload.

D. CONTINUOUS ASSIGNMENT LIMITATION

A faculty member's class assignments shall be scheduled within a continuous eight (8) hour period in any one day except as the faculty member and the Department might otherwise agree and except when Section 2.10 or Section 22.9 is applied.

E. MAXIMUM TEACHING LOAD

Students shall be assigned to courses by section. The maximum session student credit hours per faculty members shall be as in the table below:

Course Group*	Session SCH Load Fall/Winter/Spring	Maximum Students Per Section
Group A*	420/420/210	35
Group B*	300/300/150	25

However, the maximum number of students per section may be increased by two (2) during registration periods.

*See Appendix I — Course Classification for Faculty Load.

F. EXPERIMENTAL TEACHING LOADS

Nothing herein shall prevent an individual faculty member, at his/her request, and as an experiment, from teaching larger or smaller numbers of student credit hours than the normal established, if such experiment, described in writing, is approved by the campus department and the President. Such experiment shall be approved on a semester by semester basis and shall not exceed one year. Upon approval, a copy of the description of the experiment shall be forwarded to the Association.

Experimental television instruction shall be approved on a semester by semester basis, and no experiment shall last more than one year. Television classes shall be approved by the College-wide Discipline Committee and the Administration. Upon approval, a copy of the description of the experiment shall be forwarded to the Association.

G. CONDITION GOVERNING LIMITATIONS OF LOADS

Adjustments of maximum load assignments downward shall be made for limitations that might occur in connection with facilities and equipment. In the event such adjustment becomes necessary, the Department and the appropriate supervisor shall make the necessary change. A lower adjusted maximum of students may be established by the appropriate supervisor for a section which is necessary for programs or degrees or is offered only once per year at the College.

H. CANCELLATION OF SECTIONS AND OFFICIAL COUNT

A section that is scheduled shall not be cancelled before instruction begins per Appendix D without agreement between the department scheduling the section and the appropriate supervisor.

From the time instruction begins until the end of late registration, a section which has at least 10 students shall not be cancelled without agreement between the department scheduling the section and the appropriate supervisor.

Any section, which by the end of late registration has an enrollment of at least fifteen (15), shall not be cancelled without prior approval of the department offering that course. Faculty load and overload will be computed on the seventh (7th) instructional day, (Mon. - Fri.), Fall and Winter and fourth (4th) instructional day (Mon. - Fri.), Spring and Summer, based on official count established by the department and appropriate supervisor for each specific section.

I. COURSE AND PROGRAM DEVELOPMENT, COORDINATION AND REVISION

Course and program development, coordination and revision may be performed in lieu of base load assignments with the approval of the faculty member's department and the immediate supervisor. Such release time shall not exceed 50% of a faculty member's annual base load per year.

Assignment for course development and/or course revision shall include a description of the work to be accomplished and the date by which the project is to be completed. All such assignments must be completed and receive the approval of the appropriate department and of the immediate supervisor. When release time is granted, notice shall be given to the Association.

J. TEACHING WITHIN SPECIALIZATION

No faculty member may, without his/her consent, be required to teach outside of his/her academic disciplines, applied fields, or general education areas.

K. PROFESSIONAL MEETINGS

Class meetings staffed by full-time faculty shall not be scheduled between the hours of 3:30 p.m. and 5:00 p.m. on Thursdays to allow time for various meetings for full-time faculty.

L. LOADS FROM MORE THAN ONE GROUP

If a faculty member's load is comprised of courses from more than one group, his/her session SCH load shall be determined on a proportionate basis, depending on the proportion of his/her SCH load made up of courses taught from each group.

M. MAXIMUM CONTACT HOURS

In no case shall a faculty member be held responsible for more than 20 contact hours per week, unless he/she elects overload. No other hours may be assigned by the Administration.

N. DESIGNATION OF REGULAR LOAD

Sections that are a part of a faculty member's regular load, to a maximum of fourteen (14) ICH's, will be so designated with an "D" at the time of the submission of schedules. Faculty members shall be required to teach all sections designated with an "D" except those as otherwise agreed between the faculty member, the department and the immediate supervisor.

At the time the tentative annual schedules are submitted, a faculty member may, through the department, request from the Chancellor, one "D" class per academic year (Fall, Winter, Spring) identified with a "F". Rationale and documentation shall be provided, in writing, at the time of such request. In extenuating circumstances, a department may request one additional class per academic year (Fall, Winter, Spring).

The purpose of the "F" designation encourages the teaching of upper level class or classes that are offered only once a year in the College. The class, if not cancelled, for the purpose of computing overload, will be considered as having 27 students if it is a Group "B" class and 37 students if it is a Group "A" Class. The Chancellor's decisions shall be non-grievable.

The second and third paragraphs of this section will become effective starting with the 1987-88 academic year.

O. SCIENCE SECOND NIGHT PAYMENT

When a faculty member's base load requires a second night per week for the same section of a Science wet lab class, he/she shall be compensated at the appropriate hourly rate as specified in Appendix E, Column C. This article does not pertain to Science wet lab classes offered on an open lab basis or that have combined lectures. No faculty member may be paid for more than one (1) night per week under this provision.

This provision can be used Fall and Winter sessions only. The hours to be paid will be the hours that are over and above the number of credit hours for the course that are taught on the second night.

P. FACULTY NAMES IN PRINTED SCHEDULE

A faculty member may have his/her name printed in the published schedule on all sections he/she is scheduled to teach, up to one (1) ICH beyond the maximum established in Section 22.3, based on the assumption that each section is full (27,37). The faculty member shall be required to teach all those sections that are not cancelled with his/her name on them except those as otherwise agreed to between the faculty member, the department and the immediate supervisor.

2.2 LIBRARIANS, COUNSELORS, ETC

For faculty members as defined in Article 1.3, the following conditions shall prevail:

A. HOURS PER WEEK

Such faculty members shall work a thirty (30) hour week exclusive of meals and meetings. Such hours shall be posted and regularly maintained.

B. TEACHING

Should such a faculty member wish to teach a campus college credit course for which he/she is qualified, it must be taught outside the faculty member's regular thirty (30) hours of non-instructional responsibilities.

C. EVENING ASSIGNMENTS

Where sufficient faculty do not choose to work in-load assignments (after 5:00 p.m.), the department shall assign such department members on a rotation basis. Such evening assignments shall not exceed one (1) evening per week.

D. STUDENT LOADS FOR COUNSELORS

A faculty member who has a counseling contract shall be assigned a student load by the counseling department. For the purposes of staff reduction, the maximum number of students assigned to an educational counselor shall be 440 per session.

E. LIBRARY SERVICE

The library shall be open whenever classes are in session (Monday through Friday).

F. FACULTY ASSIGNMENTS

Schedules and faculty assignments shall be made by the Department, subject to the approval of the appropriate supervisor.

G. CONTINUOUS ASSIGNMENT LIMITATION

A faculty member's duties shall be scheduled within a continuous eight (8) hour period in any one day except as he/she and the Department might otherwise agree.

2.3 WORK WEEK

Except by request of the individual faculty member and his/her department, the work week for all faculty members shall be within the period from Monday through Friday, unless Section 2.10 or Section 22.9 is applied.

2.4 DEPARTMENT SUPPORT via BUDGET COUNCIL

Adequate secretarial, technical, clerical, operating and capital funds will be provided for departments. If conditions exist that require consideration for effecting a moratorium involving the above items, the College Budget Council shall be convened to deliberate the matter and make its recommendations. No budget adjustment action shall be undertaken until receipt of the College Budget Council recommendation.

2.5 CAMPUS TRANSFER AND TRAVEL ALLOWANCE

Except as provided for newly employed members under 3.7, faculty members shall not be required to change from specific College geographical locations during the individual contract year without the issuance of a new contract, except in the case of an emergency such as illness or injury to another full-time faculty member. Such emergency situations shall not exceed the equivalent of one (1) full semester. If such change is agreed to by the faculty member, he/she shall receive payment at the established College Policy rate for each mile of driving required over the miles regularly driven to and from the assigned campus. Mileage driven to arrange for or to teach classes at off-campus locations due to limited facilities, shall be reimbursed at the above rate.

2.6 DEPARTMENT FACULTY EVALUATION

Department members will share in the analysis and/or evaluation of the instructional program. No analysis or evaluation shall be implemented without prior knowledge and participation by the department.

2.7 FINAL EXAMINATIONS

Final examinations will be scheduled during the final week of class instruction Fall and Winter, and during the last four (4) days of instruction Spring and Summer. If no final examinations are to be required in a given course, faculty are required to meet their regular class schedule during the final week of instruction.

2.8 BASE LOADS WITHIN THE ACADEMIC YEAR

A. The base load of a faculty member, exclusive of overload, shall be thirty (30) credit hours of instruction distributed proportionally over the duration of the individual ten (10) month contract (a minimum of 30 weeks). An individual faculty member shall be assigned sufficient credit hours during the Spring session to equal up to thirty (30) credit hours of instruction for the academic year.

B. Those faculty members whose instructional credit hours do not add up to thirty (30) per year shall select one of the following options to equal thirty (30) ICH's per year.

1. Team teach (or alternate teach) with other full-time faculty to bring base Spring load to six (6) credit hours.
2. Carry forward from either Fall and/or Winter semesters (up to a maximum of 6 ICH's in each semester) to bring base Spring load to six (6) credit hours.
3. Have base salary reduced proportionately for credits scheduled under six (6) in the Spring term.

However, science wet lab classes and other classes that are met by the faculty member twelve (12) scheduled hours or more per week per section, during the Spring session, shall be considered a full load. This exception shall not apply if overload has been earned in the Fall or Winter and no carry forward to meet the minimum thirty (30) hour provision has occurred. Overload in the Spring session will be paid only to those faculty members whose teaching load exceeds six (6) ICH's.

C. Faculty members who teach overload but who do not exceed the maximum as defined by Article 22.3 may, with the agreement of the department and appropriate supervisor, raise his/her maximum load to 18 ICH's in a full semester and reduce his/her Winter or Spring session maximum load accordingly. If a faculty member carries more than six (6) ICH's forward to Spring, he/she shall be paid overload. The faculty member shall indicate, in writing, to the appropriate supervisor which ICH's other than "D" sections shall be carried forward to the Winter or Spring by the last day of late registration.

This carry forward provision shall not be used in the Fall and Winter semester to circumvent 22.3, Maximum Additional Compensation, (i.e., a faculty member may not carry forward ICH's that would have put him/her over the maximum given in 22.3 if he/she had been paid for them). However, a faculty member may carry forward three (3) ICH's from the Fall and three (3) ICH's from the Winter that would have put the faculty member over the maximum established in Section 22.3 if he/she does not teach in the Spring.

By teaching three (3) ICH's above the maximum defined in 22.3 in the Fall, the faculty member is committed to carry forward sufficient ICH's in the Winter even if he/she does not exceed the maximum defined in 22.3 in the Winter to complete his/her six (6) hour base load in Spring. Faculty members choosing this option shall notify their immediate supervisor, in writing, prior to the last day of Fall late registration.

D. ADN Nursing faculty shall be responsible for twenty (20) contact hours per week to meet their requirements for a base load. These contact hours must be met in the following two (2) ways.

1. a. 16 Group Contact Hours from the following four catagories:

   (1) Teaching (lecture)
   (2) Clinic (hospital)
   (3) Laboratory (campus)
   (4) Scheduled Exams (total for semester averaged to a weekly basis)

   b. Four (4) Scheduled Office Hours

2. Group Contact Hours referred to in "a" above shall mean scheduled class hours where both the entire class and the instructor are required to be present. Group Contact Hours shall not mean open lab or clinic time.

3. Full-time faculty members who average more than twenty (20) contact hours per week of "a" and "b" above shall be compensated based on their step at an hourly rate equal to Column 2-9 of Appendix E for work over the required twenty (20) hours.

2.9 ACADEMIC CALENDAR

The College will negotiate and agree upon the Academic Calendar with the Oakland Community College Faculty Association prior to adoption of the Academic Calendar (APPENDIX D). These negotiations for the 1989-90 Academic Calendar shall occur within the time constraints required by the College for the publication of the catalog, which may be different than Section 28.2.

2.10 PROCEDURE FOR FILLING NORMAL LOADS

In the event that a teaching faculty member is one or more sections short of his/her base sectional load, his/her immediate supervisor shall request that the following alternatives be implemented and utilized in the order provided below:

A. Having his/her department assign a section(s) for which he/she is qualified according to that department, not already assigned to another faculty member.

B. Having another campus department on another campus, in the same descipline, assign a section(s) for which he/she is qualified, according to that department, not already assigned to another faculty member.

C. Having another campus department on his/her campus assign a section(s) for which he/she is qualified according to that department, not already assigned to another faculty member.

D. Having another campus department on another campus, assign a section(s) for which he/she is qualified according to that department, not already assigned to another faculty member.

E. If the faculty member has carried forward section(s) from a previous session, the carried forward section shall be used to fill out his/her base load.

F. A faculty member who has been paid overload for a class in a previous semester and whose load does not meet the required minimums will be considered to have banked the overload class and will repay the college the amount of the overload payment. This subsection takes precedence over Article 2.8 B.

G. Having his/her department assign a section(s) for which he/she is qualified acording to that department, not already part of another faculty member's "designated" load.

H. Having another campus department on another campus, in the same discipline, assign a section(s) for which he/she is qualified, according to that department, not already a part of another faculty member's "designated" load.

I. Having another campus department on his/her own campus assign a section(s) for which he/she is qualified according to that department, not already a part of another faculty member's "designated" load.

J. Having another campus department on another campus assign a section(s) for which he/she is qualified according to that department, not already a part of another faculty member's "designated" load.

When applying 2.10 in the Spring session, Sections A-D shall be applied for Spring only classes first and then for Spring/Summer classes prior to applying Sections G-J.

The faculty member shall receive a payment, at the established College Policy rate, for each mile of driving required over the miles regularly driven to and from his/her assigned campus.

2.11 MULTI-DEPARTMENT ASSIGNMENTS

A. Where 2.10 Has Been Implemented

1. In the event a faculty member is one or more sections short of a base load during any semester (Fall, Winter, Spring) and Article 2.10 has been implemented, such faculty member shall be scheduled a back-up in-load section(s) by the department in which the section(s) necessary to make base load was assigned, under Article 2.10, in the corresponding semester of the previous academic year. Such back-up section(s) shall be the same course and time, as assigned under Article 2.10, the previous corresponding semester or term.
2. However, Article 2.10, A through D shall be fully implemented prior to assignment of a faculty member with less than base load to the scheduled back-up section(s). If Article 2.10, A through D, can be implemented to provide a base load, the scheduled back-up section(s) will then be staffed, according to normal procedure, by the department scheduling the section(s).
3. This provision shall not affect the normal scheduling of a full load for the affected faculty member at his/her home campus.

B. Faculty Request
For the Fall, Winter or Spring session, if a faculty member desires and if affected departments agree, a faculty member may be scheduled one in-load section for which he/she is qualified by a department other than his/her own.

2.12 MULTI-CAMPUS ASSIGNMENTS

If in the corresponding regular session of the previous year a faculty member is less than 65% productive, he/she may be required to schedule a night section as part of his/her regular load or schedule a section on another campus in the same discipline. The affected departments or disciplines shall meet with the Deans of their respective campuses to work out an acceptable schedule.

ARTICLE III - CONDITIONS OF EMPLOYMENT

3.1 COPIES OF MASTER AGREEMENT

The College will supply 500 copies of the ratified Master Agreement to the Association.

3.2 EMPLOYMENT OF FACULTY

The College shall employ faculty members as it deems necessary to carry out the instructional program of the College in accordance with the qualifications as set forth in Appendix A. The appropriate existing Campus Department shall interview and evaluate all applicants, including those suggested by the President or the Chancellor and, within ten (10) working days of the expiration of the posting, recommend three candidates ranked in order of the

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department's preference to the campus supervisor designated by the President No qualified applicants may be excluded by the submission of less than three names. Together with its recommendations, the department shall provide the reason for its total recommendation and submit folders containing all interview and evaluation data and records of all candidates considered.

Should the supervisor disagree with the recommendations of the department, he/she shall with five (5) working days so notify the department; the supervisor and the department shall within five (5) working days meet in an attempt to resolve their differences. If the matter is not resolved at said meeting, it shall be referred within five (5) working days by the Administration to the Chancellor If the Chancellor does not approve one of the recommendations of the department, he/she shall, within fifteen (15) working days, state his/her reasons in writing and request the department to submit a different recommendation. Within five (5) working days the department must respond to his/her request. Upon agreement of the campus department and the President the recommendation shall be submitted to the Board of Trustees through the Chancellor.

3.3 PROBATION OR ANNUAL CONTRACTS

Initial employment of all faculty, in accordance with Article 3.2, shall be either on a probationary or annual contract basis. Faculty hired on a probationary basis shall continue in that status until the faculty member has served on a full-time basis for a minimum of four (4) consecutive full semesters. A full semester is a Fall or Winter session. At the option of the College, a third academic year (two (2) additional full semesters) of probation may be required. The requirement of a third year of probation shall not be used as a normal procedure, and the College shall state in writing the reasons for such decision.

Faculty may be employed on an annual basis. Such employment may be terminated at the end of any full year without recourse to the grievance procedure. Faculty members hired on an annual contract may be recommended for probationary status upon mutual agreement of the administration and the department: After one (1) year, at which time they must serve three (3) additional years on probation; After two (2) years, at which time they must serve two (2) additional years on probation; After three (3) or more years, at which time they must serve one (1) additional year on probation.
The number of annual contracts offered shall not exceed ten percent (10%) of the full-time faculty head count of the College.

3.4 EXTENSION OF PROBATION

In no case shall a full-time faculty member be continued in probationary status after serving in a probationary status for six (6) full semesters.

3.5 CONTINUING CONTRACT

Upon satisfactory completion of the probationary period as described in 3.3, a faculty member shall, at his/her next regular contract period, be employed on a continuing basis on the recommendation of the Chancellor and the approval of the Board of Trustees. Should the faculty member complete his/her probationary period at the end of the Fall semester, he/she shall be notified by December 15th of that year as to the intention of the College to recommend a continuing contract at the next regular contract renewal period. A faculty member completing his/her probationary period at the end of the Winter semester shall be notified of the intention of the College by March 15th of that year. Should the College decide that it will not offer a new probationary contract or a continuing contract, the notification shall include the reasons for such decision.

3.6 DISCHARGE OF THOSE WITH CONTINUING CONTRACTS

Faculty members who have been granted a continuing contract may be discharged or demoted only for a reasonable or just cause and shall be notified of any such action by certified mail by March 15 prior to the expiration of his/her current continuing contract.

3.7 CONTRACT INFORMATION

The provisions of any form of an individual contract shall not supercede the Master Agreement.

Annual contracts, probationary contracts, continuing contracts, and contract supplements shall include the following information:

A. The academic disciplines, counseling, or library, for which the faculty member is employed.
B. The function to be performed.
C. The salary schedule step of the faculty member.
D. The campus, campuses, or campus system at which the faculty member is assigned.
E. The salary to be paid.
F. The beginning and ending dates of the contract.

While a newly employed faculty member's initial contract shall indicate a specific campus or campus system, he/she may be assigned by the College as necessary with proper notification up to September 1.

3.8 DURATION OF CONTRACTS

Duration of Full-time individual contracts shall be for ten (10) months in accordance with the approved Academic Calendar. At the request of a faculty member, an eight (8) month contract (for the Fall and Winter semesters only) may be granted providing the faculty member requests such contract by March 1 of the academic year preceding the year in which the contract is issued.
Ten (10) month contracts shall begin September 1 and include Fall and Winter semester and the Spring session.

3.9 SUMMER SESSION FACULTY

Full-time faculty shall be given preference for employment in their academic discipline, applied field or general education area, as the case may be, during the Summer session. Part-time faculty shall be employed only after all full-time faculty seeking employment have been placed in their specialization for the Summer session.

3.10 SUMMER EMPLOYMENT FOR FACULTY

Faculty loads in the Summer shall be on the basis of assignments as described in Section 2.1, and 2.2.

3.11 DATE TO RECEIVE NOTIFICATION OF REEMPLOYMENT

Full-time faculty members to be re-employed shall be offered individual contracts or contract supplements by July 15, provided that negotiations on a New Master Agreement have been concluded by June 1. Should an agreement not be concluded by June 1, contracts shall be issued within fifteen (15) days after ratification by both parties.

3.12 TEN AND TWELVE MONTH PAY

Salaries of faculty members shall be paid on a bi-weekly schedule over the length of their individual contract. After September 1, a faculty member who elects, at the time of the execution of his/her individual contract, to have his/her salary spread over a twelve (12) month period, may not revoke said election for any reason.

3.13 NOTIFICATION TO NOT RECEIVE CONTRACT

If a new individual contract (continuing contract, probationary or annual), is not offered for the ensuing year to a full-time faculty member, he/she shall be notified in writing of the potential for non-renewal on or before March 15. Final determination for non-renewal, if necessary, shall be in writing by certified mail postmarked on or before May 15.

3.14 TUITION OF FACULTY, SPOUSES AND DEPENDENT CHILDREN

Dependent children of a faculty member, who is the parent or legal guardian, can enroll in Oakland Community College credit courses and shall be granted Tuition Authorization, upon request, prior to registration. Children to age twenty-five (25) of deceased Oakland Community College continuing contract faculty shall be extended the same benefits. Such requests shall be made to the Director of Administrative Services.

Faculty members and spouses shall be granted tuition reimbursement upon completion of a course. Faculty members shall not be compensated for their spouses or dependent children enrolled in their own sections.

3.15 PRIORITY OF RESPONSIBILITIES

A full-time faculty member, upon acceptance of a contract, has as his/her primary responsibility the fulfillment of the duties assigned by Oakland Community College. These obligations shall take precedence over all other professional commitments.

3.16 FACULTY OFFICES

The College shall provide each faculty member with ample office space and all equipment that is necessary to carry out instructional and student consultation, subject only to budgetary limitation. The objective is the two person office with individual equipment for both faculty members.

3.17 SUPPLEMENTAL CONTRACTS

Supplemental contracts shall include a description of the work to be accomplished, termination date of the contract, and the compensation to be paid. All such assignments must be completed and receive the approval of the appropriate supervisor before the final compensation is paid. Compensation for supplemental contracts for each of the Fall and Winter semesters shall not exceed ten percent (10%) of the faculty member's ten-month salary (Appendix E, Column 1). Compensation for supplemental contracts for the Spring term shall not exceed five percent (5%) of the faculty member's ten-month salary (Appendix E, Column 1). Compensation for supplemental contracts for the Summer term shall not exceed five percent (5%) of the faculty member's ten-month salary (Appendix E, Column 1). Such contracts shall be mutually agreed to between faculty members and the College, and shall not interfere with their instructional or departmental responsibilities. When such contracts are granted, notice shall be given to the Association.

3.18 PART-TIME FACULTY

A. No part-time faculty member shall be employed to teach more than eight (8) credit hours in any full session, or four (4) credit hours in a Spring or Summer session (Article 1.2).

B. No non-instructional, part-time faculty member shall be employed to work in any Academic Service area for more than fifteen (15) hours per week (Article 1.3).

C. Part-time faculty working in both A & B above shall have their maximum load pro-rated.

3.19 EMERGENCIES AND ILLNESS ON CAMPUS

A well-equipped area will be provided on each campus where illness and injuries that occur on the College premises can be adequately treated. The College shall maintain the equivalent of at least one full-time nurse. Clearly defined procedures to guide all staff in the handling of emergencies shall be provided by the campus President.

3.20 NUMBER OF PART-TIME FACULTY

The annual percentage of the total number of ICH's taught by the part-time faculty shall not exceed twenty-seven percent (27%).

3.21 POSTING OF FACULTY POSITIONS

The College shall post all faculty positions, available within the College, through the Personnel Office to all campus departments and in conspicuous locations throughout the College. Oakland Community College faculty members shall be given preference for any assignments for which they are qualified. No recommendation shall be made by the Personnel Office until seven (7) working days after the posting of said position.

ARTICLE IV — STAFF REDUCTION

4.1 SENIORITY

A. A faculty member shall be entered on the seniority list of the College from his/her initial date of full-time employment. An annual contract member shall be entered on the seniority list of the College from his/her initial date of uninterrupted full-time employment upon the granting of a continuing contract.

B. Seniority shall continue to accrue during absence from the College due to sabbatical leave or involuntary leave due to staff reduction or involuntary military service.

C. Except for involuntary military service, seniority shall not accrue during leaves of absence described in Article XIII.

D. A faculty member shall lose seniority with the College if he/she resigns, quits, or is discharged.

E. Administrators who were assigned faculty status by Board of Trustees action prior to November 1, 1970, shall accrue seniority on a yearly basis. In no case will seniority be granted to administrators other than on this "grandfather clause" consideration. In no case shall the granting of such seniority result in the transfer or placement on leave of absence without pay of any faculty member.

F. A faculty member shall accrue faculty seniority only for time during which he/she qualified or has qualified as a full-time faculty member under the conditions set forth in Article I of this agreement, except as provided for in 4.1E.

G. Seniority for the purposes of Reduction of Staff, Article 4.2.A-1, shall be determined by the number of years (or portion of a year) of service as a faculty member within the bargaining unit with probationary or continuing contract status.

4.2 REDUCTION OF FACULTY

A. 1. Whenever necessary to decrease the size of the full-time faculty staff in any fundamental discipline, applied field, general education area, counseling, IIC, or library area because of insufficient funds, substantial decrease of student population in the College or a major program modification, the Board, upon recommendation of the Chancellor, may cause the necessary number of faculty, beginning with those serving in an Annual Contract status, followed by those serving in a Probationary status, followed by those serving in a Continuing Contract status, to be placed on leave of absence without pay, but only in inverse order of their accrued faculty seniority. Faculty who may be placed on leave of absence in the next academic year must be notified of the potential by March 15th. Final notice shall be in writing by certified mail postmarked on or before May 15.

2. Whenever necessary to decrease the size of the full-time faculty staff in any fundamental discipline, applied field, general education area, counseling, IIC, or library area due to a substantial decrease in enrollment affecting a particular department or discipline and resulting in an absence of a base load of a faculty member for two (2) regular semesters or terms during the preceeding four (4) regular semesters or terms prior to the session in which the affected faculty member is notified, the Board, upon recommendation of the Chancellor may cause the faculty member to be placed on leave of absence without pay. Faculty who may be placed on leave of absence in the next academic year shall be notified by March 15th. Final notice shall be in writing by certified mail postmarked on or before May 15.

B. Should it become evident that a particular department will be unable to function because of seniority reduction of staff, inter-departmental transfers of qualified staff members shall be considered. Should this not resolve the problem, the College shall negotiate with the Association for a satisfactory solution.

C. Prior to implementing any reduction of staff, the College must have fully implemented Sections 2.10 and 2.12 of this Agreement.

D. If a posted position exists in another discipline in which the affected faculty member is qualified, said faculty member shall be transferred.

E. Reduction of staff in A-1 above, shall be implemented by identifying the discipline where overstaffing exists. The least senior faculty member of the discipline (College-wide) shall be placed on leave of absence first. The President of OCCFA shall be given prior notice of and an opportunity to discuss such reduction of staff before it is implemented.

F. A faculty member subject to reduction of staff in A-1 above, shall have the right to bump another faculty member of least seniority in another discipline in which he/she is qualified, providing that he/she has greater seniority than the faculty member being bumped. Bumped faculty members shall have the same rights to bump. All bumping must be completed and the affected faculty member(s) notified by May 15th.

G. RECALL PROCEDURE - APPLICABLE ONLY TO A-1 ABOVE

1. When circumstances are appropriate, each Continuing Contract or Probationary faculty member placed on leave of absence as aforementioned shall be reinstated in inverse order of his/her placement on leave of absence when a position for which he/she was employed, or is qualified for, is available.
2. Faculty members shall be reemployed at a salary level no lower than paid at the time of layoff, and shall return with the same seniority status held at the time of the layoff.
3. The College shall notify qualified faculty members on leave of absence of subsequent vacancies by certified mail. No new appointments shall be made within fifteen (15) days from date of such notification.
4. If more than one qualified faculty member placed on leave of absence applies to fill a vacancy, the applicant having the greatest seniority shall be offered the position.

4.3 RELATION TO FILLING POSITIONS, OVERLOADS AND PART-TIME FACULTY

A Continuing contract or Probationary faculty member on, or before placement on, leave of absence due to staff reduction under 4.2, A-1, shall be given preference, based upon seniority, for any faculty position for which he/she is qualified and agrees to accept before the filling of any such position, assignment of overload or extension positions to other full or part-time members, or before hiring of part-time faculty.

4.4 SEVERANCE PAY TO CONTINUING CONTRACT FACULTY

In the event a faculty member who has been granted continuing contract status is placed on leave of absence without pay, due to staff reduction, such faculty member shall receive an amount equal to one (1) month's salary as severance compensation.

4.5 HONORING OF PRESENT CONTRACTS

If staff reduction becomes necessary, faculty members contracts will be honored for the period stated in the contract unless terminated by mutual consent.

4.6 TRANSFER - JOB SECURITY

A. During the period February 1 to March 1 each year, the Personnel Office shall accept requests in writing for transfer. Appropriate campus departments and the administration shall be notified in writing of the request. If both the receiving department and receiving administration agree, such transfer shall take place on a date mutually agreed to by the department and the administration, provided he/she is qualified.

B. Faculty members in a specific discipline where Article 2.10 of the Agreement has been implemented twice, may be transferred to another campus. In the event it is necessary to transfer a faculty member, the sending discipline, within the department, shall submit a list of three (3) faculty members to the receiving department. In the event there are less than three (3) faculty members in the discipline, those faculty members shall constitute the list. The receiving department shall select from this list. In the absence of a department selection, the administration shall transfer a faculty member.

C. Should a non-teaching faculty member be short a load as defined in Article 7.2, the sending discipline, within the department, shall submit a list of three (3) faculty members to the receiving department. In the event there are less than three (3) faculty members in the discipline, those faculty members shall constitute the list. The receiving department shall select from this list. In the absence of a department selection, the administration shall transfer a faculty member.

D. Faculty members may be transferred if they are not making a base load at their home campus in their designated course area for two (2) out of four (4) regular sessions, excluding Summer, and

a) There were available at least two (2) sections beyond the base load per full-time faculty member (members of the department) at another campus department in the same designated course areas during the day in the previous Fall session; and

b) A regular day load is available at the other campus department in question, for the transferring faculty member.

ARTICLE V — EVALUATION

5.1 ANNUAL AND PROBATIONARY FACULTY

Annual and probationary faculty members shall be reviewed by their department twice each year on the basis of criteria given in Appendix K. The Statement of Professional Ethics from the Bulletin of American Association of University Professors, September, 1966, was used as a guideline in the development of such criteria. The criteria shall be made available to the annual and probationary employee by the Personnel Department at the time of employment. The department shall notify the immediate supervisor when the review has been completed.

Should the department recognize areas of deficiency, it shall request evaluation by the immediate supervisor no later than January 1. Such request shall not become a part of the faculty member's personnel file, nor shall it serve as cause for dismissal or the basis for rebutting a grievance.

Should he/she deem it necessary, with one week's prior notice to the faculty member and the department, the immediate supervisor shall have the exclusive right to make evaluations without such departmental request. An evaluation may not be limited to classroom visits but may include an evaluation of the responsibilities expected of a faculty member under the terms and conditions of this Agreement. The immediate supervisor shall submit his/her evaluation criteria in writing to the department and faculty member prior to the beginning of the evaluation.

5.2 CONTINUING CONTRACT FACULTY REVIEW

A. A continuing contract faculty member may be reviewed by his/her department on the basis of criteria established in 5.1. Reviews shall not occur more than once per academic term nor more than twice per calendar year. Unless the faculty member agrees, reviews cannot be part of an evaluation as described in 5.3.

B. The review documents produced through the process of 5.2A are the property of the reviewed faculty member, and such documents or copies shall not be kept by the department or members involved in the review, or become a permanent part of the faculty member's record without the faculty member's permission. Reviewed faculty members may respond to reviews, and such response shall be attached to the review.

5.3 CONTINUING CONTRACT FACULTY EVALUATION

Continuing contract faculty members may be subject to evaluation, on the basis of criteria established in 5.1, should the department or the immediate supervisor deem it necessary. One week prior notice to the faculty member shall be given in writing and shall include the reason or reasons such evaluation is deemed necessary. Evaluation shall not be used to harass continuing contract employees. The immediate supervisor shall have the exclusive right to make such evaluation.

5.4 INTERVIEW WITH THE EVALUATOR

Within the ten (10) working days following an evaluation by the immediate supervisor, the faculty member shall be granted a personal interview with the evaluator, during which interview the evaluation report will be signed by both parties to indicate receipt, only, and a copy made available to the faculty member. If deficiencies in performance are evidenced, such deficiencies shall be set forth within the evaluation report in specific terms. The immediate supervisor will conduct follow-up evaluations, if warranted, where deficiencies were reported. Failure to again note a specific deficiency within ninety (90) working days shall be interpreted to mean that adequate improvement has taken place. Should the faculty member feel the evaluation is improper, he/she may request a conference with the campus President within ten (10) working days of the receipt of the evaluation report. Further, in the event the faculty member feels the evaluation is incomplete or unjust and no change has resulted from the conference with the President he/she may put his/her objections in writing and have them attached to all copies of the evaluation report prior to their inclusion in his/her personnel file.

5.5 COPIES OF EVALUATION REPORTS

A faculty member shall receive copies of all reports of performance evaluations which become a part of his/her personnel file. A faculty member shall be apprised of any material placed in his/her personnel file and the personnel file shall be made available to the faculty member for his/her review upon request; privileged information such as references and confidential credentials from other institutions, normally collected prior to employment, shall be specifically exempted from such review.

A faculty member shall, upon request, be provided with a copy of an item or items from his/her personnel file, provided such item is not of privileged nature.

5.6 PROFESSIONAL ACHIEVEMENTS

Faculty members may at any time submit evidence of professional achievement or special services to the College or the community for inclusion in their personnel file.

ARTICLE VI — DISCHARGE AND DEMOTION

6.1 CONTINUING CONTRACT FACULTY

The procedures contained herein shall apply only to faculty members who have been granted continuing contract status.

6.2 DISCHARGE OR DEMOTION CHARGES

Discharge or demotion of a faculty member under continuing contract may be made only for a reasonable and just cause, after charges, notice and hearings, as hereinafter provided. A faculty member shall receive full compensation until discharged, if such action is taken. All charges against a faculty member shall be made in writing, signed by the appropriate supervisor and/or administrative official, and filed with the Chancellor of the College. In the event the Chancellor determines that such charges shall be pursued, the faculty member shall be furnished with a written statement thereof, and shall be provided a private hearing thereon, before a panel. The hearing will be held within five (5) working days after the panel has been formed, unless the 5th member as designated below is not available.

Two (2) members of such panel shall be selected and designated, within ten (10) days of the faculty member's notification of charges, by the Chancellor or his/her designee; two (2) members of such panel shall be selected and designated, within ten (10) days of the faculty member's notification of charges, by the Faculty Association; a fifth member shall be selected and designated by the first four (4) names, from a list provided by the American Arbitration Association.

6.3 HEARING

At the hearing before a panel selected as hereintofore provided, both the faculty member and the administration may be represented by counsel. Testimony shall be taken on oath or affirmation.

6.4 DECISION IN WRITING

Any hearing held for the discharge or demotion of a faculty member on continuing contract as provided aforesaid must be concluded by a decision in writing within five (5) working days after the termination of the hearing. A copy of such decision shall be furnished to the faculty member against whom the charges have been placed and to the Chancellor within one (1) day after the decision is rendered. A faculty member dissatisfied with the decision rendered by the panel heretofore provided shall have absolute right to appeal such decision to the College Board of Trustees within ten (10) days after he/she receives notice of the decision. As soon as practicable thereafter, and no later than fifteen (15) working days after the appeal is filed, the appeal of such faculty member shall be heard by the College Board of Trustees at a private or public hearing at the option of the faculty member. At the hearing, upon such appeal, the same rules of procedure shall apply as those heretofore prescribed with respect to the five (5) member panel. At such hearing, the College Board of Trustees shall employ a stenographer who shall make a full record of the proceedings and who shall, within three (3 working days of the conclusion of such appeal hearing, furnish the College Board of Trustees and the appealing faculty member with a copy of the transcript of such record certified to be complete and correct.

6.5 APPEAL HEARING

Any appeal hearing held according to the foregoing procedure must be concluded by a decision in writing by a majority of the members of the College Board of Trustees within seven (7) days after the conclusion of the hearing, and a copy of such decision shall forthwith be furnished to the appealing faculty member, to the Association and to the Chancellor of the College. Such decision shall be final and shall not be subject to review through the grievance procedure.

6.6 TIME LIMITS

All the limits stated above shall be observed. Time extension may be made only by mutual agreement in writing, signed by both parties. Failure of the administration to observe time limits as required or as mutually extended shall preclude the further proceeding of the discharge or demotion. Failure of the faculty member to appeal the decision of the panel within the time limits as required or as mutually extended shall indicate a decision not to appeal.

ARTICLE VII — SABBATICAL LEAVES

7.1 FOR STUDY AND RESEARCH

Sabbatical leaves for study and research may be granted at the discretion of the Board of Trustees to full-time faculty members upon recommendation by the Chancellor. Such sabbatical leaves shall be in recognition of significant service to the College and for the purpose of encouraging scholarly achievement which will contribute to the professional effectiveness of the members of the staff and the value of their subsequent services to the College.

7.2 ELIGIBILITY FOR SABBATICAL LEAVE

Full-time faculty members shall be eligible to apply for sabbatical leave during their third academic year of continuous service, except in the case of annual contract faculty.

7.3 PAY FOR SABBATICAL LEAVE AFTER THREE YEARS

After three (3) full contract years of continuous service, a full-time faculty member shall be eligible for such leave for one (1) semester at half pay or for a spring term at full pay. Semester and term shall be as defined by the Oakland Community College Calendar.

7.4 SECOND SABBATICAL LEAVE

Faculty members having been granted a sabbatical shall not be considered eligible for another such leave until they have accumulated at least three (3) more academic years of continuous service.

7.5 SABBATICAL LEAVE AFTER SIX YEARS OF SERVICE

A faculty who has not taken a prior sabbatical leave shall after six (6) academic years of continuous service, full-time, exclusive of annual contract years, be eligible for a full academic year (10 months) sabbatical at half pay, or a one semester leave at full pay.

7.6 SABBATICAL LEAVE AFTER FOURTEEN YEARS

A faculty member who has not taken a prior sabbatical leave shall, after fourteen (14) academic years of continuous service, full-time, be eligible for a full academic year (10 months) sabbatical at full pay.

7.7 FRINGE BENEFITS DURING SABBATICAL

All usual fringe benefits shall be continued during the period of the sabbatical as though the faculty member were on his/her regular assignment.

7.8 FILING REQUEST FOR SABBATICAL

Requests for sabbatical leave shall be filed as follows:

For sabbatical leave during the fall semester or summer term, application must be filed by March 15 of that calendar year. For sabbatical leave during the winter semester or spring term, application must be filed by May 15 and September 15, respectively, of the previous calendar year.

7.9 APPROVAL FOR OTHER COMPENSATION WHILE ON SABBATICAL LEAVE

A member of the faculty on sabbatical leave shall not render service for compensation in another institution or enterprise without prior approval of the College. This condition does not necessarily preclude the acceptance of a grant or fellowship provided such grant or fellowship materially aids the planned program of the recipient. The nature of the grant or fellowship and the approximate time requirements on the part of the applicant shall be fully set forth in the application for sabbatical. Violation of any condition of this section shall lead to immediate suspension of the sabbatical pay. If it is determined that a violation of this section has occurred, then the faculty member will be required to make financial restitution to the College in the amount of pay received from the College during the period of the sabbatical.

In the event that sabbatical pay has been suspended for the above reason, the administration may not require any department to assign the faculty member a load which cannot be assigned in time to be printed in the next regularly published schedule of classes (the same deadline shall apply to non-teaching faculty). Compensation shall resume when the faculty member resumes his/her regular scheduled load.

7.10 INFORMATION ON SABBATICAL LEAVE APPLICATION

Application for leave shall be made in writing to the Personnel Department on forms provided on request. Such application shall include detailed information as to:

A. Length of service with the College.
B. Prior sabbatical leaves from the College.
C. Plan of study, travel, or research.
D. Time period of the leave requested.
E. Description of grants, fellowships, or other compensation expected.

7.11 SABBATICAL RECOMMENDATIONS

All applications for sabbatical leaves shall be reviewed by a committee comprised of five (5) faculty and (5) administrators. This committee shall provide a rank ordered list of its recomendations for sabbatical leaves to the College Chancellor. The Chancellor's recommendation for sabbatical leave or his/her failure to recommend shall not be subject to the grievance procedure. Denial of sabbatical request shall be accompanied by a statement in writing detailing the reason for denial.

7.12 RETURN FROM SABBATICAL LEAVE REPORT

Upon return from sabbatical leave, the faculty member shall present a full written report regarding the use of his/her sabbatical leave to the Chancellor.

7.13 RETURN TO COLLEGE AFTER SABBATICAL

Upon accepting a sabbatical leave the faculty member shall certify to the College his/her intention to return to his/her position with the College for a period of time equal to that covered by the leave granted. Should the faculty member not remain with the College for the required period, he/she shall agree to repay the College the full amount received in sabbatical leave compensation. Should the faculty member return for a portion of the required period, the repayment will be reduced proportionately. The faculty member on sabbatical leave shall return to the same campus, department and position occupied prior thereto.

ARTICLE VIII — VACATIONS

8.1 VACATION FOR TEACHING FACULTY

Vacations for faculty members covered under 1.2 shall be in accordance with the approved Academic Calendar and shall commence once final grades are turned in or when final grades are due and end on the next scheduled instructional day.

8.2 VACATION FOR OTHER FACULTY, EXCLUDING COUNSELORS

Vacations for faculty members covered under 1.3, excluding Counselors, shall be in accordance with the approved Academic Calendar and shall commence at the conclusion of the last day of instruction and end of the next instructional day.

8.3 VACATION FOR FACULTY - COUNSELORS

The normal vacations for faculty members who are Counselors shall be in accordance with the approved College Calendar and shall commence at the beginning of the fifteenth (15th) week of instruction, Fall and Winter semesters and four (4) days prior to the end of instruction, Spring or Summer semester. Vacations shall end on the first day of the next regular registration. The Counselor, upon agreement with the department and the administration, may take his/her vacation days at other times. The administration may require a vacation schedule that provides a minimum of one (1) Counselor present at each campus or campus system, on each day other than those specified in Article IX.

ARTICLE IX — HOLIDAYS

9.1 LIST OF COLLEGE HOLIDAYS

Independence Day
Labor Day
Thanksgiving
Friday after Thanksgiving
December 24
Christmas
December 31
New Year's Day
Good Friday
Memorial Day

Mondays that are official holidays for those listed above shall be observed as the holiday.

9.2 CHANGING OF HOLIDAYS

Should the observance of the above holidays be changed to another date by action of the Legislature, the holiday shall be observed on the new date established.

ARTICLE X — SICK LEAVE

10.1 NOTIFICATION OF ILLNESS

In case of illness or injury causing absence, the individual faculty member is responsible for notifying the department of his/her absence as soon as he/she is aware of the inability to meet his/her commitment. The department shall maintain records and make them available to the College upon its request and make necessary arrangements to cover the faculty member's scheduled classes and/or assignments. Whenever a faculty member is absent due to illness or injury he/she shall receive a full salary for the first fifteen (15) working days of such absence. All said absences shall be reported by the Department Head to the immediate supervisor. The report shall include the name of the faculty member or members who covered the scheduled classes or assignments. If classes are cancelled, reasons for such cancellation shall be given. The department may request the faculty member to furnish evidence of the illness or injury causing such absence.

10.2 CLASS COVERAGE OF ILL FACULTY

A. COVERAGE OF CLASSES

Qualified faculty members will cover the scheduled classes and/or assignments for a faculty member absent due to illness or injury, without extra compensation, unless such absence exceeds fifteen (15) consecutive working days. Such assignment shall not exceed five (5) working days per faculty member without his/her consent.

B. MILEAGE PAID FOR CLASS COVERAGE OF FACULTY FROM OTHER CAMPUSES

Should it be impossible because of the size of the department or because of schedule conflicts for the campus department to cover the assignments, the respective departments on the other campuses shall be contacted and shall provide coverage if possible. If the individual faculty member accepts such an assignment, he/she shall receive mileage at the rate established in this contract, for the additional driving involved. If the problem still exists, the College may hire a temporary replacement.

C. AFTER FIFTEEN DAYS OF ILLNESS

After a fifteen (15) consecutive working day absence due to illness or injury of an individual faculty member, either a temporary replacement will be employed or arrangements will be made through the department with qualified faculty members to assume the extra assignments at the regular overload rate for the period required.

10.3 PHYSICIAN'S REPORT AFTER FIFTEEN DAYS

A faculty member who is absent for a period in excess of fifteen (15) consecutive working days because of personal illness or injury shall submit a written statement from the faculty member's physican to the President upon his/her return to work. Such a written statement shall attest that his/her absence was due to illness or injury and that the faculty member is sufficiently recovered to return to work.

10.4 BENEFIT INSURANCE PROGRAM

Should the absence due to illness or injury extend beyond a period of twenty-one (21) consecutive calendar days, the faculty member shall become eligible on the twenty-second (22nd) calendar day for benefits under the Accident and Sickness Benefit Insurance Program of the existing carriers or similar policy or policies with other reputable insurers with the same coverage as may be selected by the College.

10.5 PAYMENT OF INSURANCE (SHORT TERM DISABILITY)

The following weekly indemnity payment shall be provided under the Accident and Sickness Benefit Program (Short Term Disability) for full-time faculty members:

Annual Contract Salary	Weekly Benefits After 21 Day Waiting Period
$ 22,500-24,499	$ 350 per week
$ 25,000-27,499	$ 370 per week
$ 27,500-29,999	$ 390 per week
$ 30,000-32,499	$ 410 per week
$ 32,500 - over	$ 430 per week

10.6 SICK LEAVE BANK

The sick leave bank of all faculty members who have such days accumulated prior to August 31, 1969, shall be frozen at the balance accumulated up to and including August 31, 1969. No additional days will be added to the bank. After fifteen (15) consecutive working days of absence due to illness or injury, faculty members with accumulated days in the sick leave bank shall use these days before entering the insurance plan described in this Article. A faculty member who is going to be absent or is absent for a period in excess of fifteen (15) consecutive working days due to illness or injury must report the illness or injury causing such absences to the President, either prior to or within such fifteen (15) day period.

10.7 BEGINNING OF SICKNESS BENEFIT INSURANCE

All full-time faculty members will be covered by the Accident and Sickness Benefit Insurance Program as of the first day of the month following their hire date.

10.8 MICHIGAN WORKERS' COMPENSATION LAW

Should the employee's absence due to injury or illness be due to a situation covered under the provisions of the Michigan Workers' Compensation Law, and if the compensation benefits are less than those described in Paragraph 10.5, only the amount necessary to equal the payments stated in Paragraph 10.5 shall be paid under the terms of the Accident and Sickness Policy.

10.9 CONTINUANCE OF FRINGE BENEFITS DURING MEDICAL LEAVE OF ABSENCE

For faculty members on the Accident and Sickness Benefits Program stated in 10.5 or the long-term disability as provided in Appendix G-5, the insurance contracts listed in 14.1 shall continue in full force and the College shall contribute the entire premium, as long as the employee has requested and has received approval for taking a medical leave of absence or until such time the employee becomes permanently disabled, at which time the employee must apply for Social Security benefits or disability retirement from the Michigan Public School Employees Retirement System. The College may reduce fringe benefit coverage for any benefit covered by the Social Security or retirement systems.

10.10 CHILDBEARING

Any disability deriving from pregnancy, including childbearing, recovering from childbearing, miscarriage, or abortion, will be treated the same as any other illness or injury (temporary medical disability) in regard to the use of sick leave as provided for in this Article. Such provisions shall include, but are not limited to, coverage of faculty member's scheduled classes and/or assignments (see Article 10.2), use of sick leave bank, benefits under the accident or sickness insurance program, and long-term disability insurance.

ARTICLE XI – LEAVES OF ABSENCE WITH PAY DURING INDIVIDUAL CONTRACT PERIOD

Leaves of absence with pay shall be granted by the College for absence during a faculty member's individual contract period as follows:

11.1 **JURY DUTY AND WITNESS**

A faculty member who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing shall receive a leave of absence and shall be paid at his/her regular salary rate. All jury duty fees and witness fees earned by the faculty member shall be remitted to the College.

11.2 **MILITARY**

Whenever a faculty member is required to participate in military training sessions or is required to serve for short periods of involuntary active duty for domestic emergencies, he/she shall be granted a leave of absence at full pay for a maximum of ten (10) consecutive working days. All military pay received by the faculty member while on such leave shall be remitted to the College.

11.3 **PERSONAL LEAVE DAYS**

Two (2) days of personal leave per academic year will be allowed to each full-time faculty member without loss of pay. In special emergency circumstances a faculty member may request approval of additional personal leave through the campus President or his/her designee. Personal leave days are provided for legitimate business and/or family obligations which can only be met during the regularly scheduled period of assignment. Personal leave days normally shall not be granted during the first or last week of a semester or on days immediately preceding or following a holiday. The faculty member requesting a personal leave shall arrange in advance through his/her department for the coverage of assignments during his/her absence. Notice shall be forwarded to the appropriate supervisor for purposes of record only.

11.4 **CLASS COVERAGE**

Qualified faculty members will cover the necessary assignments for faculty members absent under the provisions of 11.1, 11.2 and 11.3 without extra compensation unless such absence exceeds fifteen (15) consecutive working days. After a fifteen (15) consecutive working days absence, either a temporary replacement will be employed or arrangements will be made through the department with qualified members to assume the extra assignments prorated at the overload rate for the period required. Should it be impossible, because of the size of the department or because of schedule conflicts, for the campus department to cover the assignments, the respective department on the other campuses shall be contacted and shall provide coverage if possible. If the individual faculty member accepts such an assignment, he/she shall receive mileage at the rate established in this contract for the additional driving involved. If the problem still exists, the College may hire a temporary replacement.

11.5 **PAID RETRAINING LEAVE**

A faculty member may be granted a paid retraining leave by the Chancellor if the following conditions have been satisfied:

A. The Campus Department and the Administration agree to an internal applicant only posting at one of the campuses.

B. The Campus Department and the Administration agree as to the retraining required by the faculty member.

C. The Campus Department agrees to accept the faculty when the retraining is completed and the retrained faculty member agrees to accept the position.

The decision of the Chancellor shall not be subject to the Grievance Procedure.

A faculty member on a retraining leave shall have the percentages in 22.3 changed to 12½% (Fall and Winter semesters) and 7% (Spring semester) during any compensated retraining leave or pro-rated in the case of a part-time retraining leave of absence.

ARTICLE XII — BEREAVEMENT LEAVE

12.1 REPORTING AND CLASS COVERAGE

A faculty member shall notify his/her department head of his/her need to be absent due to bereavement. The department shall provide necessary coverage of assignments. Such absence shall be for a reasonable amount of time. The appropriate supervisor will be notified of this action.

ARTICLE XIII — LEAVES OF ABSENCE WITHOUT PAY

13.1 QUALIFICATIONS FOR CONTINUING CONTRACT FACULTY

Faculty members on a continuing contract shall be granted a leave of absence without pay for reasons of health (physical or mental), maternity or military service. Faculty members shall be eligible for an authorized leave of absence under this paragraph at any time after the effective date of their continuing contract.

13.2 PROFESSIONAL GROWTH

Faculty members on a continuing contract may be granted a leave of absence without pay for professional growth or such other reasons as may be approved by the College. Faculty members shall be eligible to apply for an authorized leave of absence under this paragraph after the effective date of their continuing contract.

13.3 PROBATIONARY FACULTY

Faculty members on a probationary contract may be granted a leave of absence without pay for reasons of health (physical or mental), maternity or military service. Faculty members shall be eligible to apply for an authorized leave of absence under this paragraph after one (1) year's service with the College which immediately precedes the authorized effective date of such leave of absence.

13.4 APPLICATION

A faculty member who requests a leave of absence shall make application in writing to the College. The application shall state the reason the leave of absence is being requested and the length of time of said absence.

13.5 DECISIONS

The application of a faculty member for a leave of absence under the terms of Paragraph 13.2 or 13.3 will be considered by the College on its individual merit and circumstances, and the parties agree that the determination of whether or not a request shall be granted rests solely at the discretion of the College. The

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application for a leave of absence under Paragraph 13.1 will be considered by the College, and if the College determines that the reasons for said request are those as contemplated in said paragraph, the request shall be granted by the College. A request for a leave of absence shall be answered within thirty days. An authorization for a leave or a denial of a request shall be in writing. If requested by the faculty member, reasons for a denial shall be given in writing.

13.6 EXTENSIONS

A leave of absence under the terms of this article shall not exceed the time specified in the authorization but shall in no event exceed one (1) year.

Upon request, such leaves may be extended at the sole discretion of the College. An authorization of extension shall be in writing.

13.7 CANCELLATIONS

If a faculty member accepts full-time employment during an authorized leave of absence, the authorized leave may be cancelled and said faculty member shall be considered to have voluntarily terminated his/her employment and any rights to employment that may have existed. This provision may be waived at the discretion of the Board of Trustees upon recommendation of the Chancellor.

13.8 STEP ON RETURN

For the year the faculty member is on leave he/she shall be interpreted as having been assigned to the step on the salary schedule to which he/she was entitled had he/she not gone on leave. Upon return from such approved leave of absence, the faculty member shall be placed on the step on the salary schedule nearest to, but not less than, his/her salary as determined in sentence one (1) above. The faculty member shall not receive the salary adjustment associated with the period of service during which the leave occurred.

13.9 FEDERAL LAWS

The provisions of this article shall be subject to all applicable Federal Laws now in force or as amended relating to the rights of returning veterans.

13.10 CHILD BEARING LEAVE OF ABSENCE

A child bearing leave of absence without pay and fringe benefits, except as provided in Article 10.9, shall be granted to a faculty member for the purpose of child bearing as follows:

A. A faculty member who is pregnant shall be granted, upon request, a leave to begin at any time between the commencement of her pregnancy and the time a child is born to her. Said faculty member shall notify the College in writing of her desire to take such leave and, except in case of emergency, shall give notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notification a physician's statement certifying her pregnancy. A faculty member who is pregnant may continue in active employment as late into pregnancy as she desires provided that she determines that she is physically able and her physician determines that she is medically able. All, or a portion of a leave taken by a faculty member because of the medical disability connected with or resulting from her pregnancy may, at the faculty member's option, be taken as sick leave, as provided for in Article X. A child bearing leave of absence shall continue for no longer than one (1) year from commencement of said leave.

B. A faculty member who is granted a child bearing leave of absence shall have the following re-employment rights:

1. If a faculty member notified the College of her desire to return to active employment after a leave that has been charged entirely to the sick leave provisions of Article X, in accordance with the provisions above, said faculty member shall immediately be assigned to the same position she held at the time the leave commenced.

2. If a faculty member notified the College of her desire to return to active employment within sixty (60) days after commencement of said child bearing leave of absence, she shall be assigned, at the beginning of the next semester, to the same position that she held at the time the leave commenced.

3. If a faculty member notified the College of her desire to return to active employment after the expiration of the aforementioned sixty (60) day period, but prior to the expiration of the leave, and the leave has not been entirely charged to sick leave, said faculty member shall be assigned at the beginning of the next semester.

13.11 CHILD CARE LEAVE OF ABSENCE

A child care leave of absence without pay and fringe benefits may be granted to a faculty member for the purpose of caring for a newborn child or an adopted child under the age of two (2) years. Such leave may commence any time from the birth of the child or the date custody is obtained, and shall continue for no longer than one (1) year unless said leave terminates during a college semester; in which case, the faculty member will continue the leave until commencement of the next college semester.

Said faculty member shall notify the College in writing of the desire to take such leave and, except in case of emergency, shall give the notice at least thirty (30) days prior to the date on which the leave is to begin. The faculty member shall include with such notification either a copy of the birth certificate or a copy of the adoption papers, whichever is applicable.

ARTICLE XIV — GROUP INSURANCE AND RETIREMENT

14.1 INSURANCE PLANS

The College will furnish to all faculty members the insurance protection listed in Appendix G - 1, 2, 3, 5 and in Article 10.5. Full-time faculty members shall be eligible to participate in these insurance plans upon commencement of their faculty contract. Coverage begins the first day of the month following commencement of employment. The College shall contribute the entire premium for these insurance programs, unless otherwise noted in Appendix G.

14.2 ACCIDENT INSURANCE

The College will continue in force for the duration of this contract its present Accident Insurance Plan with the existing carrier or similar policy or policies with other reputable insurers of its choice.

Full-time faculty members shall be eligible to participate voluntarily in this plan. The faculty member shall contribute the total premium for the coverage elected.

14.3 TAX DEFERRED ANNUITY

The College shall make available to all full-time faculty a salary reduction plan with the Teachers Insurance Annuity Association - College Retirement Equities Fund and other mutually agreed upon carriers. Contributions shall be made monthly in accordance with Internal Revenue Code of 1954, as amended, and the regulations thereunder.

14.4 MICHIGAN RETIREMENT SYSTEM

The College is limited by law to the Michigan Retirement System. In the event that the law is changed during the term of this contract and it permits a faculty member the option of the retirement fund to which a contribution may be made, the College and the Association shall negotiate the implementation of the method of choosing the retirement system under such legislation. The amount of the contributions to the optional retirement funds shall be negotiated.

14.5 RETIRED FACULTY COMPENSATION

A faculty member who retires under the provisions of the Michigan Public School Employees Retirement System and is hired as a part-time faculty member shall be paid at his/her overload rate of pay in effect at the time of retirement, effective with the Academic Year 1982-83.

ARTICLE XV — GRIEVANCE PROCEDURE

15.1 DEFINITION

The term "grievance", as used herein, shall be interpreted as a claim based upon an event or condition that affects the condition of work or employment of a faculty member or group of faculty members and/or the interpretation, meaning or application of any of the provisions of this Agreement.

Grievances may be instituted by any faculty member, group of faculty members, or the Faculty Association.

The faculty member may elect to have a faculty representative of the Association with him/her at any stage of the grievance procedure, or he/she may choose to process the grievance and have it fully adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms and conditions of this Agreement.

15.2 NO RESTRAINING

No restraining, coercive, discriminatory or retaliatory action of any type shall be taken against a faculty member by any supervisor because of the faculty member's desire to file, the institution of, or participation in a grievance.

15.3 TIME LIMITS

All time limits herein shall consist of normal working days. Time limits may be extended only with the written consent of the College and the aggrieved party.

15.4 STEPS IN GRIEVING

Any grievance shall be presented through the following procedure although the aggrieved parties are urged to discuss items informally within their department and/or with their immediate supervisor before filing a formal written grievance.

Step 1 Within thirty (30) days after the event or occurrence, the aggrieved party shall present the grievance in writing to the appropriate immediate supervisor.

The statement of grievance shall include:

A. The name of the aggrieved party or parties.
B. A statement of the facts giving rise to the grievance.
C. Identification of all provisions of this Agreement alleged to be violated.
D. The date on which the event or occurrence first occurred or the date on which the aggrieved party first gained knowledge of the alleged event or occurrence.
E. The date of the initial submission of the grievance in writing.
F. Remedy or correction requested.
G. A grievance number assigned by OCCFA.
H. The signature of the OCCFA campus chairperson or vice-chairperson.

The supervisor shall render his/her decision to the aggrieved party in writing within six (6) days after receipt of the grievance. A copy shall be supplied to the President of the Association.

Step 2 In the event the aggrieved party is not satisfied with the decision at Step 1, he/she may, within six (6) days of receiving the decision, present an appeal in writing to the Campus President. With this appeal, he/she shall present a copy of his/her original grievance and the reply of the supervisor at Step 1.

The President shall render his/her decision to the aggrieved party, in writing, within six (6) days after receipt of the appeal. A copy shall be forwarded to the President of the Association.

Step 3 In the event the aggrieved party is not satisfied with the decision at Step 2, and providing the grievance has been reviewed by the OCCFA Council, he/she may, within six (6) days of receiving the decision, present an appeal in writing to the Chancellor of the College or designee. A copy shall be forwarded to the President of OCCFA. With this appeal he/she shall present a copy of his/her original grievance and the replies received at Steps 1 and 2 and state why the previous step answers are not acceptable as a resolution. The Chancellor or designee shall contact the grievant within six (6) days to render a decision or arrange a meeting to discuss the issue and attempt resolution. If a meeting is held it shall take place within ten (10) days and the Chancellor shall render a decision within six (6) days following the meeting.

Step 4 In the event the aggrieved party is not satisfied with the decision at Step 3, he/she may within six (6) days of receiving the decision request in writing that the Personnel Office establish a pre-arbitration hearing. Such hearing shall begin no more than twenty (20) days after the receipt of the appeal. The pre-arbitration hearing shall be jointly chaired by one (1) representative of OCCFA selected by the administration from a list of three (3) names submitted by the OCCFA Council and one (1) representative of the administration selected by the OCCFA Council from a list of three (3) names submitted by the administration. The OCCFA Council shall be represented at the hearing.

The representatives of the OCCFA and the administration shall be limited to a total of four (4) representatives for each side including the joint chairs.

A verbal recommendation as to the possible settlement of the grievance may be made by the joint chairs. Such recommendation shall be non-binding on the parties and may not be used in a subsequent arbitration hearing.

Step 5 In the event there is no resolution at the pre-arbitration hearing, the aggrieved party may, with the approval of the Association, appeal the matter to an impartial arbitrator selected from the American Arbitration Association under, and in accordance with, the rules thereof. Such appeal and request must be made to the American Arbitration Association within fifteen (15) working days after the hearing is completed in Step 4. The arbitrator shall render his/her decision, in writing, within thirty (30) working days after the conclusion of the hearing. It shall be final and binding on the Association, its members, the faculty member or members involved, and the College.

The fees and expenses of the arbitrator shall be paid by the party losing the grievance as determined by the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other.

POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator, and he/she shall be empowered except as limited herein, after due investigation, to make a decision in cases of alleged violation of specific articles and sections of this Agreement.

A. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
B. The salary schedule provided as a part of this Agreement may not be changed by the arbitrator nor may he/she establish any new salary schedule.
C. He/she shall be limited to deciding whether the College or the faculty member or members have violated specific articles or sections of this Agreement. He/she shall not substitute his/her judgment for that of the College as to the reasonableness of any practice, policy or rule established by the College.

Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the question of arbitrability. Should he/she determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits. Neither the College nor the Association shall encourage any attempt to appeal the arbitrator's decision and both shall discourage any attempt to appeal the decision to any court or labor commission. No provision of the Article XV is intended in any way to relinquish the legal rights and prerogatives granted to a faculty member or to the College by the Constitution and laws of the United States or the State of Michigan.

15.5 FAILURE TO RENDER A DECISION

Failure to render a decision at any step of this procedure within the specified time limits shall permit the grievance to proceed to the next step.

15.6 FAILURE TO APPEAL

Failure of the aggrieved party or parties to appeal a decision at any step within the specified time shall constitute a withdrawal of the grievance. Any step of the Grievance Procedure may be waived with the written consent of the College and the aggrieved party.

15.7 GROUP GRIEVANCE

In the event that the faculty members have a group grievance, it shall be sufficient if one member presents the grievance on behalf of all similarly affected faculty members provided, however, that the initial statement of grievance will include the items required in Step I, the names of all faculty members known to be similarly affected, and a statement indicating that the grievance is a group grievance. A group grievance shall be only one in which the facts questioned and expressed provisions of this Agreement alleged to be violated are the same as they relate to each and every member of the group.

15.8 OBJECTIONS TO DISCHARGE OR DEMOTION

Objections to discharge or demotion of a faculty member shall be handled through the provisions of Article VI, Discharge and Demotion, and shall not be the subject of a grievance filed under the Grievance Procedure.

ARTICLE XVI — COMMUNITY EDUCATION

16.1 OFF-CAMPUS EDUCATION

The College service area is divided into four geographical regions: northwest, northeast, southwest, and southeast. The off-campus credit course offerings included in the off-campus programs will be academically coordinated as follows:

Northeast — Auburn Hills Campus
Northwest — Highland Lakes Campus
Southwest — Orchard Ridge Campus
Southeast — Southeast Campus System

16.2 DEPARTMENTAL LIAISON

A liaison person shall be selected by the campus department to work with Community Education in the processes of scheduling and evaluating part-time faculty employed for off-campus extension teaching. He/she shall be compensated for these functions in the following manner:

A. $25.00 for each section, or $40.00 if the section includes a wet lab, that materializes and is taught by non-OCC faculty.

B. $25.00 for each non-OCC faculty evaluated, and $25.00 for each OCC employee evaluated during his/her initial teaching assignment in an area not designated in his/her full-time contract. The evaluations of non-OCC faculty members will be conducted during the first and second sessions that the part-time faculty member is employed. Further evaluations will be conducted if the department and the appropriate supervisor concur.

C. Such liaison persons shall not be responsible for more than ten (10) sections that materialize.

D. The department may waive the evaluation of any faculty members covered by 16.2 who have previously taught OCC extension courses.

16.3 CAMPUS DEPARTMENTAL GOVERNANCE

Courses offered for Oakland Community College credit, off-campus, as established in 16.1 shall be governed by the appropriate campus department under the provisions of Articles 2.1A, 2.1E, and 3.2.

16.4 POSTING OF PART-TIME ASSIGNMENTS

When the schedule of classes is available, the College Personnel Department shall make available to all full-time faculty the published Schedule of Classes and the form necessary to apply for overload sections.

16.5 FULL-TIME FACULTY REQUEST

Applications for part-time positions must be submitted to the appropriate department with a copy to the Dean within two days following the end of mail registration as published in the Schedule of Classes.

16.6 PREFERENCE FOR FULL-TIME FACULTY

A full-time faculty member shall have preference for one course section if he/she is approved by the campus department that is academically coordinating the section. However, if his/her first course section selection does not materialize, he/she shall have preference for his/her second course section for which he/she is qualified within the same academically coordinated region until the first meeting of the class. When it is necessary to consolidate course sections, full-time faculty shall have preference in teaching the consolidated course section.

16.7 COMMUNITY EDUCATION

See Section 22.2

16.8 NEW CENTERS TO BE COORDINATED BY A CAMPUS

Any new centers and/or reassigned centers shall be academically coordinated by the appropriate campus or campus system.

16.9 CONTRACT CLASSES/SERVICES

Contract classes are course sections for credit or non-credit which meet specifications set forth in a legal agreement between a client and the College. Such specifications would include, but not limited to - location, time and date, content, instructor, evaluation, and a list of students. Contract classes are by definition closed sections as only those included on a class roster provided by the client are allowed entry and participation. In all instances credit classes offered to clients by way of such agreements will meet the same contact hours as any credit course offered at the College and academic requisites as specified in the College Catalog. Contract services could include but not limited to non-teaching activities such as counseling, tutoring, library service or development activities.

Faculty Assignment - Contract Classes or Services

Contract classes will use faculty mutually determined by appropriate college administration and client as specified in the client/college agreement in which the class and/or service(s) is to be offered. Qualified full-time college faculty will have first refusal rights to be considered for class assignments or service assignments that are definable units within the contracted arrangement. The order of consideration will be the same as for open enrollment campus/recommended extension classes. The credentials of every instructor to teach or provide services will be provided to the appropriate campus dean and department, normally within one week of the start date of the class(es) or service(s) for review and recommendation. Unusual time constraints may require occasional exceptions. Either the dean or the department may, given one week notice, evaluate/review an instructor in any contract class or service. Should a problem or concern be noted in the initial visit, a second review may occur.

16.10 CONTRACT CLASSES/SERVICES - TEMPORARY STAFF

In the event that all full-time faculty are unable to perform in contract classes and services, the administration may assemble contract classes/services contracts of sufficient number to hire temporary non-bargaining unit staff to teach in such classes or provide such services for the length of the contract. Such staff shall be limited to a number not to exceed five percent (5%) of the number of members of the bargaining unit. In all instances such staff's teaching/service load will be limited to specifically identified contracts for contract classes and services. Temporary staff will not be members of OCCFA nor will they have any contractual rights afforded members of that group. The temporary staff's employment at OCC shall terminate with the expiration date(s) of the contract classes/services.

When temporary staff are hired, notice will be given to the Association.

ARTICLE XVII — ACADEMIC FREEDOM AND ETHICS

17.1 GUARANTEE

Academic freedom shall be guaranteed to faculty members and no special. limitation shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, society, the physical and biological world and any other branches of knowledge, subject only to accepted standards of professional educational responsibility.

17.2 AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

The faculty adopts the statement on Ethics from the American Association of University Professors set forth in Appendix C hereto and shall encourage all faculty to adhere to the statements contained therein.

17.3 INSTRUCTIONAL FUNCTION

All faculty shall have the primary contractual obligation to teach their courses consistent with the course content described in the College Catalog. Furthermore, faculty members shall have the responsibility to provide each student, at the beginning of each semester or term, intended course goals, grading standards and practices and a tentative schedule of assignments and tests.

17.4 COLLEGE-WIDE COORDINATION

Full-time faculty members who are teaching members of each discipline, college-wide, shall meet a minimum of one time each semester to consider instructional matters related to their discipline such as a textbook selections, faculty evaluations, interviewing of applicants for posted positions and other concerns that would enhance the quality of instruction within the discipline.

Non-teaching full-time faculty, College-wide, who perform a particular function, i.e., Librarians, Counselors, IIC, shall meet a minimum of one time each semester to consider matters related to their function, such as faculty evaluations, interviewing of applicants for posted positions and other concerns which would enhance the quality of their function.

Faculty members who have taught more than eight (8) hours as part of their loads in a discipline (identified by course code prefix, e.g., ACC, BUS) in four (4) consecutive Fall, Winter semesters since 1975 or non-teaching faculty who have worked more than fifteen (15) hours per week in a service area in four (4) consecutive Fall, Winter semesters since 1975, shall meet as a Discipline Qualifications Committee to (a) establish the College-wide minimum qualifications necessary for a full-time member to transfer into that discipline or service area; and (b) establish the minimum College-wide qualifications necessary for an individual to teach section(s) in the discipline or work in the service area. Faculty members shall furnish the Vice-President for Academic Affairs documentation (load reports) that they are eligible to sit on the Discipline Qualifications Committee by October 1, 1986. The Vice-President for Academic Affairs shall schedule the initial Qualification meeting.

Recommendations regarding qualifications must be provided in writing to the Chancellor for approval, with a copy to OCCFA, by December 31, 1986. If the qualifications are not received by that date, the Chancellor shall establish them. If the Chancellor does not accept the recommendations, they will be returned to the Discipline Qualifications Committee for reconsideration and resubmission within ten (10) working days from the receipt of the return. If the minimum qualifications are not resubmitted to the Chancellor within ten (10) working days, the Chancellor shall establish the qualifications.

The establishment of mimimum qualifications shall not exclude faculty who have previously taught classes or worked in a service area prior to September 1, 1986, on a particular campus from teaching those classes or working in the future at that campus.

Department(s) offering discipline(s) that have no qualified faculty (as determined above) shall meet as the Discipline Qualifications Committee.

ARTICLE XVIII — RETIREMENT

18.1 ELIGIBILITY

Retirement shall be consistent with the policies of the Michigan Public School Employees Retirement Fund.

18.2 CONTINUING CONTRACTS AFTER AGE 70

Continuing contracts shall not be binding on the College after a faculty member attains the age of seventy (70).

18.3 ANNUAL CONTRACTS AFTER AGE 70

Faculty members over seventy (70) may be retained on the basis of annual contracts as long as they are able to continue the normal and usual duties as a faculty member.

ARTICLE XIX — FACULTY RELATIONS COMMITTEE

19.1 COMPOSITION OF COMMITTEE

A Faculty Relations Committee shall be established as follows:

The Chancellor and his/her designee(s)
Faculty members selected by the OCCFA Council

19.2 MEETINGS

The Faculty Relations Committee shall meet as necessary.

19.3 LIAISON ORGANIZATION

The Committee shall act as a continuing liaison organization between the faculty and the administration to consider problems or potential problems resulting from the application of the Master Agreement.

19.4 FUNCTION OF THE COMMITTEE

The Committee shall have no power to change the Agreement nor shall it serve in any way as a policy making or recommending body. No formal motions or actions will be considered nor shall any official meeting records be kept.

ARTICLE XX — VACANCIES AND TRANSFERS

20.1 REPLACEMENT

A. A posting may be requested by a department through the appropriate supervisor or by the Administration. This request may be made for replacement for full-time faculty positions that have become vacant since January 1, 1975, due to transfers or terminations.

B. If 20.4 has been implemented and this does not fill the position and no other qualified full-time faculty have applied, the Administration shall have the right to transfer qualified faculty if both of the following conditions have been met.

1. The receiving department had a minimum of 20 ICH's that were taught by the departing faculty and part-time faculty in each of the preceding Fall and Winter sessions.

2. If at least one campus in the same discipline was under 85% productive in the preceding academic year (Fall, Winter, Spring).

C. Then the faculty member from that discipline with the lowest seniority within the bargaining unit from the same campus discipline under 85% productive shall be the designated individual to be transferred.

D. If the only faculty member in a campus discipline leaves and 20.4 has been implemented and this does not fill the position and no other qualified full-time faculty have applied, the Administration shall have the right to transfer qualified faculty if at least one campus in the same discipline was under 85% productive in the preceding academic year (Fall, Winter, Spring). The faculty member from that discipline with the lowest seniority within the bargaining unit from the same campus discipline under 85% productive shall be the designated individual to be transferred.

E. For the purpose of this section, campus discipline productivity will be determined by dividing the total SCH's for Fall, Winter, Spring in that discipline by the total full-time equated faculty members (total ICH's divided by 30) teaching those SCH's.

20.2 NEW POSITIONS

As need for additional staff occurs, each department shall notify the appropriate supervisor, or the Campus Administration, shall request the Personnel Office to post the vacancy.

20.3 STAFF OPPORTUNITY TO APPLY

The vacancy shall be posted to all departments and in convenient locations to all faculty on each campus. Full-time faculty members may notify the Personnel Office of their interest in the announced vacancy. If, in the opinion of the campus department wherein the vacancy occurs, such faculty member is qualified on the basis of training and experience, he/she shall be so transferred, subject to the Chancellor's approval. Such a transfer shall not jeopardize an on-going program within the campus department from which the transfer occurs.

20.4 REQUIRING APPLICATION

In the event there are no qualified internal applicants for posted vacancies, the Admininstration may require the departments, which have for the two preceding regular sessions had a faculty member reassigned under Article 2.10 in the disciplines of the posted vacancies, to submit a list of two (2) or more applicants. If the department has not provided a list of two (2) or more applicants within ten (10) working days of notification by the Administration, the Administration may then submit a list of two (2) applicants from the discipline within those departments.

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ARTICLE XXI — FINANCIAL RESPONSIBILITY

21.1 CONDITION OF CONTINUED EMPLOYMENT

Proper negotiations and the administration of collective bargaining entail expenses that are appropriately shared by all faculty members who are the beneficiaries of such agreements. Thus, in the event a faculty member shall not join OCCFA, and execute an authorization for full dues and assessments deduction, such faculty member shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the full dues and assessments uniformly required by the member of OCCFA which sum shall be forwarded to the OCCFA treasurer. In the event such authorization is not signed for in a period of thirty (30) days following the commencement of the contract of the faculty member, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such faculty member shall be discontinued as of the end of his/her current individual contract, unless said dues are paid by November 1. Such faculty member shall be notified of the possibility of termination of his/her services immediately upon the expiration of the thirty (30) day period mentioned above.

21.2 DEDUCTING DUES

A full-time faculty member within thirty (30) days following the commencement of his/her contract will either remit his/her total membership dues or non-member fees directly to the Association or have his/her total membership dues or non-member fees deducted from his/her pay by the College. Each faculty member will complete and return to the Association Treasurer an "OCCFA Membership Form" (Appendix H) indicating membership or non-membership and method of payment (cash or payroll deduction). If the Association notifies the College by the first day of any month, the College shall begin deductions with the second pay period of that month and shall continue with equal bi-weekly deductions over the remaining pay periods through June 30. No changes other than correction of errors in the amount of the annual dues to be deducted shall be made thereafter. If a faculty member has no pay due him/her at the time a dues deduction is to be/made, or if the pay earned is less than the amount required to make a schedule dues deduction, no dues deduction shall be made at said time or thereafter for said month.

21.3 AUTHORIZATION OF TERMINATION OF DEDUCTION OF DUES

The Payroll Deduction form shall become effective upon receipt of notification from the Association by the Controller and shall remain in effect. However, a faculty member may cancel and terminate his/her dues deduction by notice in writing to that effect on the form as set forth in Appendix H., of this Agreement and filed with the Treasurer of the Association not more than fifteen (15) days prior to the earliest occurrence of the following:

A. The stated expiration date of this Agreement.

B. The date of termination of his/her employment with the College as a full-time faculty member.

The College shall cease to make member dues or non-membership fees deductions for said faculty member, commencing thirty (30) calendar days after receipt of said revocation by the Association.

21.4 DATE OF DEDUCTIONS

All sums deducted by the College shall be remitted to the Treasurer of the Association by the third working day following the pay period in which the deductions were made, together with a list of names and the amount deducted for each faculty member for whom a deduction was made.

21.5 ASSOCIATION'S RESPONSIBILITY

The College shall not be liable to the Association for the remittance of payment of any sum other than that constituting actual deductions made from the pay earned by the faculty member. The Association shall indemnify and save the College harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article XXI or in the reliance on any list, notice, certification, authorization or revocation furnished hereunder.

ARTICLE XXII – OVERLOADS

22.1 CONSENT OF FACULTY MEMBER

No load in excess of the maximums established in Article II shall be assigned without prior consent of the faculty member.

22.2 SCH OVERLOAD RATE

If a full-time faculty member teaches SCH's as overload and/or in extension, in excess of those comprising his/her maximum session SCH (See 2.1 E and 2.1 G) load, his/her pay rate per SCH will be as shown in Appendix E, Column (2). However, a faculty member shall not receive overload pay for more than thirty-seven (37) students in a Group A class and twenty-seven (27) students in a Group B class.

22.3 MAXIMUM ADDITIONAL COMPENSATION

No faculty member shall be paid additional compensation (including but not limited to overload, extension, supplemental contract, Department Head stipend, and coaching contracts) for the Fall semester in excess of twenty-five percent (25%) of his/her ten (10) month salary*, for the Winter semester in excess of twenty-five percent (25%) of his/her ten (10) month salary*, and a proportional percent for the Spring session.

*Appendix E, Column 1

22.4 RATE FOR WORKING VACATION DAYS FOR LIBRARIANS, COUNSELORS, AND IIC FACULTY

Should a faculty member whose maximum load is defined as thirty (30) hours per week work in excess of that maximum or on a day defined as a normal vacation day for teaching faculty, he/she shall be compensated for that excess time at an hourly rate provided in Appendix E. Such excess hours must have the prior approval of the President.

22.5 REPORT OF OVERLOAD PAYMENT

A written report of the computation of overload payments shall be provided to the faculty member.

22.6 OVERLOAD PAYMENT PERIOD

Overload payments shall commence no later than the third pay period of the session and be paid bi-weekly over the remaining pay periods of the session. For the purpose of this article, the session begins on the first day of instruction as defined in Appendix D.

22.7 PARTIAL OVERLOAD COMPENSATION

Full-time faculty with less than a full SCH load, who have students added into their classes in excess of the 35 students (thirty-five) for group A and 25 (twenty-five) for group B up to the maximum 37 - 27 respectively, shall receive appropriate overload compensation for the students added effective with the academic year 1978-79. This payment would occur only where overload is not otherwise being paid. This article does not apply to classes with load limits as established by Article 2.1 G.

22.8 APPLICATION FOR OVERLOAD ASSIGNMENT

When the schedule of classes is available, the College Personnel Department shall make available to all full-time faculty the published Schedule of Classes and the form necessary to apply for overload sections.

The following procedure applies to all sections other than those with the faculty member's name printed in the Schedule of Classes, even those within the faculty member's own department:

A. Applications for overload assignments must be submitted to the dean with a copy to the affected department within two (2) working days (Monday - Friday) following the end of mail registration as published in the Schedule of Classes.

B. Departments must submit their staffing recommendations of full-time college staff to the appropriate dean within one week after the application deadline. The deans in turn must notify in writing the full-time college staff of the decisions within one week after receipt of the department's recommendations.

C. The faculty member shall notify in writing the appropriate campus department and dean of his/her acceptance or rejection of this assignment within one week after receipt of the dean's notification. Failure of the faculty member to submit his/her acceptance within the time lines will constitute withdrawal of his/her application.

22.9 EQUITY AND ACCESS TO OVERLOAD

A. To assure equitable access to overload, a faculty member may reserve no more than two (2) sections in Fall, two in Winter, and one (1) in Spring above his/her regular designated load. These reserved sections shall be indicated by an "R" at the time schedules are submitted.

B. If a teaching faculty member had been assigned an overload section and at the end of the Regular Registration one of his/her sections was cancelled and he/she does not have one overload section, the faculty member may request of their immediate supervisor before the first day of instruction begins as defined in Appendix D that Equity and Overload 22.9 C be implemented.

C. The faculty member shall be assigned a section for which he/she is qualified using the following procedure:

1. Having his/her department assign a section(s) for which he/she is qualified according to that department, not already assigned to another faculty member.

2. Having another campus department on another campus, in the same discipline, assign a section(s) for which he/she is qualified, according to that department, not already assigned to another faculty member.

3. Having another campus department on his/her own campus assign a section(s) for which he/she is qualified according to that department, not already assigned to another faculty member.

4. Having another campus department on another campus assign a section(s) for which he/she is qualified according to that department, not already assigned to another faculty member.

5. Having his/her department assign a section(s) for which he/she is qualified according to that department, not already part of another faculty member's designated or reserved sections.

6. Having another campus department on another campus, in the same discipline, assign a section(s) for which he/she is qualified, according to that department, not already a part of another faculty member's designated or reserved sections.

7. Having another campus department on his/her own campus assign a section(s) for which he/she is qualified according to that department, not already a part of another faculty member's designated or reserved sections.

8. Having another campus department on another campus assign a section(s) for which he/she is qualified according to that department, not already a part of another faculty member's designated or reserved sections.

22.10 MINIMUM OVERLOAD RATE FOR TEACHING FULL-TIME FACULTY

Those teaching faculty who elect to teach more than their base load in any session shall receive $390 per ICH or the maximum ICH rate paid to adjunct faculty, whichever is greater, for those ICH's in excess of their base load.

ARTICLE XXIII — SALARIES

23.1 COMPUTATION OF FACULTY SALARY

A. In 1986-87 each faculty member under contract at the College in 1985-86 shall be placed on the 1986-87 salary schedule according to the following plan: Step 4 to Step 2; Step 5 and 6 to Step 3; Step 7 and 8 to Step 4; Step 9 and 10 to Step 5; Step 11 to Step 6; Step 12 and 13 to Step 7; Step 14 to Step 8; Step 15 to Step 9; Step 16 to Step 10; Step 17 to Step 11; Step 18 to Step 12; Step 19 to Step 13; Step 20 '85 salary 40,136 or 40, 836 or 41,987 to Step 14; Step 20 '85 salary 43,054 or 43,987 to Step 15.

B. In 1987-88 each faculty member under contract to the College in 1986-87 shall be placed on the 1987-88 salary schedule according to the following plan: Faculty on Steps 1-9 in 1986-87 shall move up one step from their 1986-87 step; Faculty on Step 10-15 in 1986-87 shall remain on that step for 1987-88.

C. In 1988-89 each faculty member under contract to the College in 1987-88 shall move up one Step from his/her 1987-88 Step if they have a Step to move to. Step 15 shall remain at Step 15.

23.2 SUMMER SCHOOL PAY

A. FULL-TIME TEACHING FACULTY

Full-time teaching faculty members employed to instruct during the Summer session shall be paid on a student credit hour basis. The student credit hour rate shall be determined by the faculty member's step in the salary schedule included in Appendix E, Column 3.

However, a faculty member shall not receive Summer pay for more than thirty-seven (37) students in a Group A class and twenty-seven (27) students in a Group B class.

B. Full-time faculty members employed as librarians and IIC faculty during the Summer shall be paid on a proportional basis, for example: If employed for a full session, they shall be paid twenty percent (20%) of their ten (10) month salary*. If employed for 3 and 1/2 consecutive weeks, they shall be paid ten percent (10%) of their ten (10) month salary. If the faculty member agrees, he/she may be employed on a ten percent (10%) contract and carry a one-half (1/2) load during the Summer session. Faculty members employed as Counselors during the Summer session on an overload basis, will be paid on an hourly basis as specified in Appendix E, Column C.

C. SUMMER SECTIONS WITH LESS THAN 15 STUDENTS

A faculty member may teach a Summer session section with less than fifteen (15) students.

D. SUMMER PAYMENT PERIOD

Summer session pay will be divided into payments distributed over the payroll schedule through the end of August.

E. MAXIMUM SUMMER COMPENSATION

No faculty member shall be paid for the Summer session in excess of twenty percent (20%) of his/her (10) month salary (Appendix E, Column 1).

23.3 SALARY SCHEDULE PART OF CONTRACT

The College shall issue individual contracts only at steps included in the salary schedule. The salary schedule provided in Appendix E shall be considered as part of this contract.

23.4 LOAD REDUCTION

A faculty member, with the approval of the department and the administration, shall be able to reduce his/her full-time regular load up to a maximum of twenty-five percent (25%). His/her salary shall be reduced proportionately. Faculty members approved for this option shall not be allowed to teach overload. Determination of such reductions shall be made on a semester by semester basis.

ARTICLE XXIV — RIGHTS OF THE BOARD OF TRUSTEES

24.1 CONFERRED BY LAWS OF THE STATE OF MICHIGAN

The Board of Trustees, on its own behalf and on behalf of the electors of the College District, hereby retains and reserves unto itself, all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

24.2 LIMITED BY TERMS OF THE AGREEMENT

The exercise of these rights powers, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement.

ARTICLE XXV — MISCELLANEOUS PROVISIONS

25.1 FACULTY STATUS TO ADMINISTRATORS

The Board of Trustees, upon recommendation of the College Chancellor may grant faculty status to administrators who are being assigned to faculty status through the provisions of Article 3.2 and Appendix A.

25.2 PROFESSIONAL EXPERIENCE OF ADMINISTRATORS BEING ASSIGNED TO FACULTY

Credit for professional experience may be granted to administrators for the purpose of placement at a step on the salary schedule but not for the purpose of determining faculty seniority.

25.3 ADMINISTRATORS ASSIGNED TO DEPARTMENTS

When an administrator is assigned to faculty status, he/she shall be assigned to a Campus Department through the provisions in Article 3.2. When such assignment is necessary, no existing faculty shall be laid off or displaced.

25.4 APPENDICES THAT ARE PART OF THE AGREEMENT

Appendices A, B, C, D, E, F, G, H, I, J and K attached hereto are considered to be part of this Agreement and shall have equal effect as though they appeared in the body of this Agreement.

25.5 STUDENT PERSONNEL SERVICES AREA

A. Faculty in the Student Personnel Services Area may be assigned as Educational Counselors.

B. The professional staff assigned to this area shall hold the title of Counselor with faculty status and shall possess at minimum a Master's Degree in Educational Counseling or in a related area. The work assignment for educational counselors will be to provide direct services in educational, career, and personal/social counseling. Services will be provided in accordance with the Code of Ethics as established by the American Association for Counseling and Development. Counselors may be involved in student assessment programs, orientation programs, academic advisement, teaching courses offered through the counseling department, administering and interpreting tests deemed necessary to assist individuals in the attainment of their educational/career goals, providing college transfer information and career information, engaging in consultation with various campus and college units, conducting studies on student characteristics, and providing outreach programs such as liaison with schools and other appropriate external agencies for both the College and community at large.

C. Faculty currently employed as Admissions Counselors or Placement/Vocational Coordinators may remain at their current assignment and location or may request reassignment as an Educational Counselor provided they meet the requirements outlined in 25.5 B and subject to the approval of the administration. The Admissions function and the Placement/Vocational Coordination function may be removed from the OCCFA bargaining unit.

25.6 BUDGET COUNCILS

A. CAMPUS BUDGET COUNCIL

Each Campus Budget Council shall consist of three administrators and four faculty members. The faculty on the council shall be elected by a majority vote on written ballot available to all full-time faculty members assigned to said campus.

B. COLLEGE BUDGET COUNCIL

The College Budget Council shall consist of four (4) administrators and four (4) faculty members (one (1) faculty member from each Campus and Campus System). Each faculty member in the Council shall be elected from his/her respective Campus.

25.7 REDUCED LOAD FOR PROFESSIONAL RESPONSIBILITIES

In recognition of the responsibilities of OCCFA's administration of the Collective Bargaining Agreement, the College shall make available, through reduction of load, eighteen (18) ICH's of release time per year. The distribution of any release time in addition to the above will be reimbursed to the College by OCCFA. If, by completion of the Summer session, 1989, any release time remains unused, it will be forfeited.

25.8 HEADINGS

All Paragraph heading are inserted for convenience only and do not constitute a part of this Agreement.

ARTICLE XXVI – SEPARABILITY AND SAVINGS CLAUSES

26.1 INVALIDITY OF PART OF THE AGREEMENT

If any provision(s) of this Agreement or any schedule attached should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision or schedule should be restrained by such tribunal pending and in the final determination as to its validity, the remainder of this Agreement and of any scheduled thereto, or the application of such provisions or schedules to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

26.2 REPLACEMENT OF INVALID PART OF AGREEMENT

In the event that any provisions or schedule is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, on the request of the Association and/or College, for the purpose of arriving at a mutually satisfactory replacement for such provision or schedule during the period of invalidity or restraint.

ARTICLE XXVII – WAIVER

27.1 WAIVER TO FURTHER BARGAIN THESE AND OTHER ITEMS

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College, and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically covered or referred to in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXVIII – TERM OF AGREEMENT

28.1 DATES INVOLVED IN AGREEMENT

This Agreement shall become of full force and effect on September 1, 1986, and shall continue without amendment or modification through August 31, 1989.

28.2 NEGOTIATIONS FOR FOLLOWING YEAR

At any time subsequent to April 1, 1989, either party hereto may give written notice if it desires to negotiate a new agreement for the following years, and meetings shall commence no later than thirty (30) days following delivery of such written notice provided, however, that nothing in this paragraph shall be construed to require the College to commit an unfair labor practice or otherwise violate the law by an improper recognition of or support or assistance to the Association.

28.3 IN WITNESS WHEREOF, the parties hereto set their hands the day and date first above written.

OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

Rodney E. Chase

Rodney E. Chase
Chief Negotiator

Stanley J. Kusmider

Stanley J. Kusmider

James J. Rutkowski

James J. Rutkowski

Roger A Zapinski

Roger A. Zapinski

OAKLAND COMMUNITY COLLEGE

Suzanne F. Reynolds

Suzanne Reynolds
Chairman, Board of Trustees

R. Stephen Nicholson

R. Stephen Nicholson
Chancellor

James L. Stevenson

James L. Stevenson
Chief Negotiator

James R. Gural

George F. Keith

George F. Keith

Charles W. Miller

Charles W. Miller

William J. O'Mahoney

William J. O'Mahoney

APPENDIX A

MINIMUM QUALIFICATIONS AND PROCEDURES FOR INITIAL EMPLOYMENT

A. To qualify for initial employment as a full-time faculty member, the applicant must have a Master's Degree or a higher degree or equivalent in the appropriate discipline or related area.

The minimum requirement for teachers of Occupational Education courses shall be a Master's Degree, or a combination of formal education, specialized training and recent experience which equates to a Master's Degree and is consistent with the Michigan State Plan for Vocational/Technical education and/or appropriate requirements of accrediting agencies and certifying boards. Continuing employment in occupational areas is dependent upon maintaining required qualifications in accordance with agency and/or board requirements.

B. Initial placement on the salary schedule shall be determined through the following procedure:

1. Consideration shall be given to relevant teaching, counseling, educational supervision or other recognized experience in the field of education. Recommendations shall be made by the department involved or the available department members. The departments may make recommendations relative to the number of years credit to be given for experience considered to be relevant.

2. Credit may also be granted for experience outside the field of education if such experience is considered to be related to the position for which the person is employed. The maximum amount of such credit shall be five (5) years. Allowance for such credit may be recommended by the department to which the employee will be assigned.

3. Departments may recommend a three (3) step range for a new faculty member to be assigned to the department using the criteria provided in this Appendix A, and taking cognizance of College and department budgets and standards of excellence.

4. The Chancellor shall consider the recommendation of the departments prior to his/her recommendation to the Board of Trustees.

C. Normally Master's Degree equivalency minimums shall be as follows:

1. 2 year's experience is a minimum qualification for employment in an applied or occupational program.

2. 3 year's experience plus a Bachelor's Degree can be substituted for the Master's Degree requirement.

3. 3 additional years plus an Associate Degree can be substituted for the Bachelor's Degree.

4. 3 additional years can be substituted for the Associate Degree.

Bachelor's and Associate Degrees mentioned under B and C are to be in the subject area to be taught or in a closely related area. All experience is to be recent and must be in an area closely related to the subject area to be taught. Deviation from the above listed criteria may be made for specific or unique teaching responsibilities. Once a faculty member who was employed as a full-time faculty member by the College since January 1, 1979 completes a Master's Degree in an area directly related to his/her assignment, the years of experience used to substitute for the degree shall be used to recalculate his/her location on the salary schedule to a maximum of three (3) steps.

APPENDIX B

DEPARTMENTS AND DEPARTMENT HEADS

1. Faculty members in each discipline, applied field, general education area, learning resources center area, and counseling may organize as a department, provided that no department shall have less than four (4) full-time faculty members. Where more than one discipline or applied field is included within a single department, faculty members may petition the President for the establishment of a new department. The petition shall include the reason for the request and the names of the faculty members to be included in the new department. If the petititon is not granted, the President shall indicate the reason for denial.

2. Department Heads shall be faculty members. All faculty members shall be employed through the provisions in Article 3.2. All faculty members shall be a member of an appropriate Campus Department. Currently employed faculty members not presently a member of a Campus Department shall by November 1, 1973, become a member of a Campus Department. This provision in no way restricts the Rights of the Board of Trustees as stated in Paragraph 389.124 in the LAWS, STATUTES AND CONSTITUTIONAL PROVISIONS AFFECTING COMMUNITY COLLEGES IN MICHIGAN, published by the Michigan Department of Education in 1968.

3. The Department Head shall coordinate the functions of the Department.

4. Department Heads shall be elected for office by a majority vote of all full-time members of the department. The elected Department Head shall be subject to the approval of the Campus President.

5. At his/her request, each Department Head shall be given one teaching assignment from the classes offered in his/her Department in the summer session.

6. Department Heads shall be elected during the fall term for a two (2) year term of office. The initial term of office shall have begun on January 1, 1972 and shall continue for two (2) years thereafter. Should a Department Head resign from his/her position with the College or from the position as head of the Department, the President shall appoint a member of the Department to serve in that capacity until an election is held and the vacancy is filled for the remainder of the term. If in the opinion of the President or the Department, the Department Head has not fulfilled the responsibilities of his/her position, the President or the Department may request a vote of confidence from the Department. A hearing involving the Department Head and the President will be conducted by the department before the vote of confidence is taken.

7. The Department Head shall receive a stipend in the Fall, Winter, and Spring Sessions according to the following schedule:

Fall	$100 per full-time equated faculty member to a maximum of 15 FTEF members
Winter	$100 per full-time equated faculty member to a maximum of 15 FTEF members
Spring	$100 per FTEF members to a maximum of 12 FTEF members

For, the purpose of determining the stipend for the Department Head, one (1) full-time equated faculty member shall be included in the Department membership count for each fifteen (15) credit hours of instruction, or major fraction thereof, being taught on campus by faculty not in the Department.

8. Departments are responsible for annual review of the performance of their members for the purpose of maintaining the quality of the educational program. This review shall include self-evaluation, student feedback, and peer review, and shall be conducted in the following manner:

Each faculty member shall be required to do a systematic self-evaluation once each academic year. This self-evaluation shall include highly specific written interim and long-term goals, with written strategies as to the method of implementing these goals.

A student feedback form shall be developed by the faculty member and used to assess the success of meeting his/her goals. These forms shall include, but not be limited to, the following:

1. The faculty member meets his/her scheduled assignments (classes, office hours, etc.) promptly and completely.
2. The faculty member assures that his/her evaluations of students reflects their true merit.
3. The faculty member demonstrates respect for students as individuals.
4. The faculty member avoids exploitation of his/her students.
5. The faculty member is thorough and clear in his/her organization and presentation of information and material.

The faculty member shall meet with his/her peers to review the self-evaluation, and his/her peers shall make their review of the self-evaluation in writing. The department shall notify in writing the immediate supervisor when the review is complete, and the supervisor shall have the right to review the completed package (self, student, and peer reviews). This package shall be returned to the faculty member within 30 days of receipt by the immediate supervisor, and no copies shall be retained without specific written authorization of the faculty member.

Failure of a faculty member to complete this process shall be justification for the immediate supervisor to implement 5.3, Continuing Contract Faculty Evaluation, of the Faculty Master Agreement.

APPENDIX C

STATEMENT ON ETHICS FROM THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

I. The professor, guided by a deep conviction of the worth and dignity of the advancement, recognizes the special responsibilities placed upon him. His primary responsibility to his subject is to seek and to state the truth as he sees it. To this end he devotes his energies to developing and improving his scholarly competence. He accepts the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. He practices intellectual honesty. Although he may follow subsidiary interest, these interests must never seriously hamper or compromise his freedom of inquiry.

II. As a teacher, the professor encourages the free pursuit of learning in his students. He holds before them the best scholarly standards of his discipline. He demonstrates respect for the student as an individual, and adheres to his proper role as intellectual guide and counselor. He makes every reasonable effort to foster honest academic conduct and to assure that his evaluation of students reflects their true merit. He respects the confidential nature of the relationship between professor and student. He avoids any exploitation of students for his private advantage and acknowledges significant assistance for them. He protects their academic freedom.

III. As a colleague, the professor has obligations that derive from common membership in the community of scholars. He respects and defends the free inquiry of his associates. In the exchange of criticism and ideas he shows due respect for the opinions of others. He acknowledges his academic debts and strives to be objective in his professional judgment of colleagues. He accepts his share of faculty responsibilities for the governance of his institution.

IV. As a member of his institution, the professor seeks above all to be an effective teacher and scholar. Although he observes the stated regulations of the institution, provided, they do not contravene academic freedom, he maintains his right to criticize and seek revision. He determines the amount and character of the work he does outside his institution with due regard to his paramount responsibilities within it. When considering the interruption or termination of his service, he recognizes the effect of his decision upon the program of the institution.

V. As a member of his community, the professor has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his subject, to his students, to his profession, and to his institution. When he speaks or acts as a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

William H. McPherson (Labor and Industrial Relation, University of Illinois), Chairman
David M. Bevington (English, University of Virginia)
John A. Christie (English, Vassar College)
Philip Denenfeld (English, Washington Office)
Kenneth E. Eble (English, University of Utah)
Joseph M. Nygaard (Education, Butler University)
Henry T. Yost (Biology, Amherst College)

APPENDIX D

ACADEMIC CALENDAR 1986-87

FALL SEMESTER 1986	
Registration	September 2,3
Instruction Begins	September 4
Late Registration	September 4,5,8,9,10
Thanksgiving Break	November 27,28,29
Instruction Ends	December 20
WINTER SEMESTER 1987	
Registration	January 5,6
Instruction Begins	January 7
Late Registration	January 7,8,9,12,13
Mid-Winter Break	March 2,3,4,5,6,7
Spring Recess	April 17,18
Instruction Ends	April 28
SPRING 1987	
Registration	May 5
Instruction Begins	May 6
Late Registration	May 6,7,8
Memorial Day Recess	May 25
Instruction Ends	June 29
SUMMER SESSION 1987	
Registration	July 1
Late Registration	July 2,6,7
Independence Day Recess	July 3,4
Instruction Begins	July 6
Instruction Ends	August 26

NOTE: Scheduled classes that meet on Friday only, or Saturday only in the Winter, must satisfy the normal College scheduling requirement. Spring/Summer classes will be conducted in accordance with the established College Calendar.

APPENDIX D

ACADEMIC CALENDAR 1987-88

FALL SEMESTER 1987	
Registration	September 1,2
Instruction Begins	September 3
Late Registration	September 3,4,8,9,10
Labor Day	September 7
Thanksgiving Break	November 26,27,28
Instruction Ends	December 21
WINTER SEMESTER 1988	
Registration	January 4,5
Instruction Begins	January 6
Late Registration	January 6,7,8,11,12
Mid-Winter Break	February 29 - March 5
Spring Recess	April 1,2
Instruction Ends	April 26
SPRING 1988	
Registration	April 28
Instruction Begins	May 2
Late Registration	April 29 - May 2,3
Memorial Day Recess	May 30
Instruction Ends	June 22
SUMMER SESSION 1988	
Registration	June 30
Instruction Begins	July 1
Late Registration	July 1,5,6
Independence Day Recess	July 4
Instruction Ends	August 24

NOTE: Scheduled classes that meet on Friday only, or Saturday only in the Winter, must satisfy the normal College scheduling requirement. Spring/Summer classes will be conducted in accordance with the established College Calendar, except as noted below.

Spring/Summer Classes

Thursday only classes will meet June 23.
Monday only classes will meet June 27.
Tuesday only classes will not meet August 23.
Wednesday only classes will not meet August 24.

APPENDIX D

ACADEMIC CALENDAR 1988-89

FALL SEMESTER 1988

Registration	August 30,31
Instruction Begins	September 1
Late Registration	September 1,2,6,7,8
Thanksgiving Break	November 24,25,26
Instruction Ends	December 19

WINTER SEMESTER 1989

Registration	January 3,4
Instruction Begins	January 5
Late Registration	January 5,6,9,10,11
Mid-Winter Break	February 27 - March 4
Spring Recess	March 24,25
Instruction Ends	April 26

SPRING 1989

Registration	April 27
Instruction Begins	May 1
Late Registration	April 28 - May 1,2
Memorial Day Recess	May 29
Instruction Ends	June 21

SUMMER SESSION 1989

Registration	June 26
Instruction Begins	June 27
Late Registration	June 27,28
Independence Day Recess	July 4
Instruction Ends	August 19

NOTE: Scheduled classes that meet on Friday only, or Saturday only in the Winter, must satisfy the normal College scheduling requirement. Spring/Summer classes will be conducted in accordance with the established College Calendar, except as noted below.

Spring/Summer Classes

Monday only classes will meet June 26.
Wednesday only classes will not meet July 5.

APPENDIX E
Salary Schedule 1986-87
Ten Month

Step	1986-87 (1)	A (2)	B	A (3)	B	C (4)
1	25030	15	18	15	20	18
2	26159	15	18	16	21	19
3	27279	16	19	17	23	20
4	28730	16	19	18	24	21
5	30240	17	20	19	26	22
6	31830	17	20	20	27	23
7	33230	18	21	21	28	24
8	34649	18	21	21	28	25
9	35686	19	22	21	28	26
10	36676	19	22	21	28	27
11	37630	19	22	21	28	28
12	38830	19	22	21	28	29
13	40306	19	22	21	28	30
14	43727	19	22	21	28	30
15	45349	19	22	21	28	30

(1)	Base Salary
(2)	Overload Rate per SCH
(3)	Summer Rate per SCH
(4)	Non-Teaching Overload Hourly Rate

APPENDIX E
Salary Schedule 1987-88
Ten Month

Step	1987-88	A	B	A	B	C
	(1)	(2)		(3)		(4)
1	25030	15	18	15	20	18
2	26050	15	18	16	21	19
3	27071	16	19	17	23	20
4	28514	16	19	18	24	21
5	30024	17	20	19	26	22
6	31614	17	20	20	27	23
7	33214	18	21	21	28	24
8	34833	18	21	21	28	25
9	36470	19	22	21	28	26
10	38214	19	22	21	28	27
11	40014	19	22	21	28	28
12	41790	19	22	21	28	29
13	43511	19	22	21	28	30
14	45231	19	22	21	28	30
15	46974	19	22	21	28	30

(1)	Base Salary
(2)	Overload Rate per SCH
(3)	Summer Rate per SCH
(4)	Non-Teaching Overload Hourly Rate

APPENDIX E
Salary Schedule 1988-89
Ten Month

Step	1988-89 (1)	A (2)	B	A (3)	B	C (4)
1	25951	15	18	15	20	18
2	27139	15	18	16	21	19
3	28375	16	19	17	23	20
4	29826	16	19	18	24	21
5	31214	17	20	19	26	22
6	32804	17	20	20	27	23
7	34404	18	21	21	28	24
8	36023	18	21	21	28	25
9	37660	19	22	21	28	26
10	39404	19	22	21	28	27
11	41204	19	22	21	28	28
12	42980	19	22	21	28	29
13	44701	19	22	21	28	30
14	46421	19	22	21	28	30
15	48374	19	22	21	28	30

(1)	Base Salary
(2)	Overload Rate per SCH
(3)	Summer Rate per SCH
(4)	Non-Teaching Overload Hourly Rate

APPENDIX F

ASSOCIATION BOARD RELATIONS

1. The College shall furnish to the Association a copy of the agenda of each monthly public Board of Trustees meeting, together with minutes of the previous monthly public Board of Trustees meeting and any attachments thereto which would normally be distributed to the general public.

2. The College shall furnish office space to the Association.

APPENDIX G

FRINGE BENEFITS

1. LIFE INSURANCE — Paid in Full by the College
The Board Agrees to furnish to all faculty the following insurance protection:

The Board shall provide group life insurance protection in the amount of $67,000 (effective the first day of the month following date of hire).

The benefit will be paid to the faculty member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

The program shall provide for optional life insurance in the amount of $40,000 at the employee's expense through payroll deduction at rates established for the employee's specific age group. Optional life insurance will require evidence of insurability and may be obtained only during regularly established enrollment periods.

Coverage shall be reduced by 35% following age 65 and terminate at age 70.
(Employees will be reimbursed monthly premiums at age 70).

2. MEDICAL INSURANCE — Paid in Full by the College (effective the first day of the month following date of hire).

The College shall provide without cost to the employee, MESSA's Super Med 2 with the MESSA CARE PROGRAM coupled with the MESSA/VSP (Vision Service Plan), or Blue Cross/Blue Shield MVF—2 Master Medical Option 4 protection, including 2nd option on elective surgery and pre-admission certification, or equivalent coverage for the life of this contract for the employee's entire family. When appropriate, Medicare premiums will be paid on behalf of the employee and eligible spouses or their dependents, if reimbusement is not being received from the spouse's employer.

Full-time bargaining unit employees may elect Preferred Provider Organization coverage coupled with Group Auto, in lieu of the coverage listed above. The election of PPO/Auto Insurance will provide a maximum of $30 per month which may be applied to the College Group Auto Insurance.

It is understood that election of this coverage or return to the previous coverage may be accomplished only during the open enrollment period established by the College Personnel Department.

It is understood that the College contribution to the cost of such PPO coverage shall not exceed the cost of health care coverage described above as of September 1, 1985. Furthermore, no Bargaining Unit member, his/her spouse or dependents enrolled in a College-approved PPO shall be eligible for benefits set forth above in addition to the coverage of the PPO.

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3. DENTAL CARE (effective the first day of the month following date of hire)
The Board shall continue to provide dental insurance for all faculty members and their eligible dependents with benefits no less than the coverage in effect on September 1, 1979, except that the yearly maximum per individual shall be increased to $800 effective September 1, 1987.

4. SHORT TERM DISABILITY - (Subject to the Provisions of the Policy) See Article X, 10.5 (effective the first day of the month following date of hire)

5. LONG TERM DISABILITY - (Subject the the Provisions of the Policy) Paid in Full by the College (effective the first day of the month following date of hire)
Amount of benefit: Beginning the 91st day of disability, payment of 60% of current monthly salary up to a maximum salary to be considered of $3,000 per month less any amount paid by any available retirement system contributed to by the employer.

In accordance with the 1978 Age Discrimination in Employment Act Amendments and Final Interpretive Bulletin by the Department of Labor, the following shall apply: If disability occurs at age 60 or before, benefits will cease at age 65. If disability occurs after age 60, benefits will cease five (5) years after disablement or at age 70, whichever occurs first.

6. TAX DEFERRED ANNUITIES — Salary Reduction Plan
Eligible upon enrollment and application if not previously a member. Employees may reduce their salary for contribution in accordance with the Internal Revenue Code of 1954, as amended, and the regulations thereunder.

7. MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT FUND — Paid in Full by the College, exclusive of any optional payment, effective October 1, 1975.
Benefit based on years of service and average earnings for the best three (3) years, except as modified by House Bill 4192.

8. SOCIAL SECURITY — Paid by College and Employee.
Eligible upon employment. Participation required.
Retirement benefits available at 65 or reduced benefits at 62. Life income for total and permanent disability. Lump sum payment upon death. Monthly income for qualified survivors.

9. WORKERS' COMPENSATION — Paid by the College.
Eligible upon employment.
Benefits per schedule established by law for accidents or illness directly attributable to employment.

10. TUITION AUTHORIZATION AND/OR REIMBURSEMENT
Eligible upon employment.
Spouse and dependent children of faculty member - See Section 3.14.

11. LIBRARY PRIVILEGES
Eligible upon employment. Amount of benefit - Use of OCC Library facilities.

12. EMPLOYEE LIABILITY COVERAGE — Paid by the College.
Eligible upon employment.
Amount of benefit: Coverage for job connected liability situations. Maximum Personal Liability -- $500,000 per person, $1,000,000 per accident. Property Liability maximum of $100,000.

13. VACATIONS -- See Article VIII

14. HOLIDAYS -- See Article IX

15. SICK LEAVE — See Article X

16. JURY DUTY — See Article XI

17. BEREAVEMENT LEAVE — See Article XII

18. LEAVES OF ABSENCE — See Article XIII

19. SABBATICAL LEAVE — See Article VII

20. PERSONAL LEAVE — See Article XI

APPENDIX H

OAKLAND COMMUNITY COLLEGE FACULTY ASSOCIATION

29520 Munger, Suite 3
Livonia, Michigan 48154
421-2630

O.C.C.F.A. MEMBERSHIP FORM

In accordance with Article XXII Section 22.2 of the Master Labor Agreement all faculty must complete and return this form to the O.C.C.F.A. Treasurer within thirty (30) days following the commencement of the faculty member's contract.

COMPLETE ALL ITEMS

1. Social Security No.______________________________
2. Present Position______________________________
3. Name______________________________
   Home Phone______________________________
   Address______________________________
   City____________________ State__________ Zip__________
4. Type of Membership (Check ( ) One)
   ( ) O.C.C.F.A.   ( ) Non-member Fee Payer

O.C.C.F.A. dues and assessments and Non-member fees and assessments will be set in accordance with established O.C.C.F.A. precedures.

5. Type of Payment (Check ( ) One)
   My O.C.C.F.A. dues and assessments or Non-member fees and assessments will be paid by:

   ( ) Payroll Deduction   ( ) Cash Payment

(If electing CASH PAYMENT, the appropriate dues and assessments or Non-member fees and assessments must accompany this form.)

6. Highest Degree Held
   ( ) None   ( ) BA-BS   ( ) MA-MS
   ( ) Specialist   ( ) Doctorate

---

7. I authorize the Board of Trustees to deduct O.C.C.F.A. dues and assessments or Non-member fees and assessments from my pay, unless I revoke this authorization in writing in accordance with the provisions of the Master Labor Agreement.

Date____________________   ______________________________
(Signature)

APPENDIX H (cont'd.)
O.C.C.F.A. MEMBERSHIP FORM

8. 034 3 (1)________________(4) Bi-weekly Payroll Deducti
(Code) Amount

DO NOT WRITE IN THIS SPACE

APPENDIX I

COURSE CLASSIFICATIONS FOR FACULTY LOAD

GROUP A

COURSE	NO.
ANT	152
ANT	154
ANT	251
ANT	275
ART	156
ART	256
ART	260
ART	262
ART	265
ART	266
BIO	160
BIO	256
BUS	101
BUS	121
BUS	140
BUS	141
BUS	267
BUS	268
CAI	110
COM	110
COM	120
COM	170
COM	200
DMS	100
DMS	110
DPR	101
ECO	101
ECO	261
ECO	262
ECO	271
EDU	150
EDU	153
EDU	160
EGR	200
EGR	202
EGR	203
ENG	161
ENG	170
ENG	171
ENG	172
ENG	251
ENG	252
ENG	253
ENG	254
ENG	265
ENG	275
EXL	151
FLT	101
FLT	107
FLT	109
FLT	201
FLT	202
FLT	251
FSC	150
FSH	150
FSN	150
FSS	150
GEO	151
GEO	152
GRN	251
GRN	252
GRN	253
GRN	255
HCA	100
HCA	111
HCA	121
HCA	123
HCA	210
HCA	215
HCA	220
HCA	225
HCA	230
HCA	240.1
HCA	240.2
HCA	240.3
HCA	240.4
HCA	240.5
HCA	240.6
HEA	231
HEA	251
HEA	257
HIS	151
HIS	152
HIS	155
HIS	160
HIS	170
HIS	251
HIS	252
HIS	261
HIS	262
HUM	151
HUM	152
HUM	153
HUM	154
HUM	162.1
HUM	162.2
HUM	162.3
HUM	162.4
HUM	162.5
HUM	162.6
HUM	171
HUM	190
HUM	272
IPD	131
IPD	132
LSP	152
LSP	251
LSP	252
MAT	100
MAT	150
MAT	151
MAT	153
MAT	155
MAT	156
MAT	160
MAT	163
MAT	171
MAT	172
MAT	251
MAT	271
MAT	272
MED	110.3
MRT	215
MRT	218
MUS	156
MUS	159
MUS	160
MUS	161
MUS	162
MUS	163
MUS	164
MUS	166.1
MUS	166.2
MUS	166.3
MUS	166.4
MUS	171
MUS	172
MUS	173

COURSE	NO.
MUS	174
MUS	179.1
MUS	179.2
MUS	179.3
MUS	179.4
MUS	179.5
MUS	179.6
MUS	179.7
MUS	179.8
MUS	201
MUS	202
MUS	251
MUS	255.1
MUS	255.2
MUS	255.3
MUS	255.4
MUS	255.5
MUS	255.6
MUS	255.7
MUS	255.8
PER	140.3
PER	157
PER	201
PER	255
PER	261
PER	272
PER	282
PER	283
PER	284
PHI	151
PHI	152
PHI	161
PHI	171
PLS	101
PLS	105
PLS	242
PNE	115
POL	151
POL	252
POL	253
POL	261
PSY	151
PSY	251
PSY	263
PSY	271
PSY	273
PSY	281
PSY	291
QAT	100
QAT	101
QAT	102
QAT	200
QAT	230
QAT	262
QAT	265
RES	101.A
RES	205
RES	210
RES	220.A
RES	231
RES	251
RET	225
RET	226
ROB	150
RTT	101
RTT	210
SEC	103
SOC	251
SOC	252
SOC	253
SOC	254
SOC	255
SOC	256
SOC	261
SSC	151
SSC	152
SSC	261
SSC	271
TEL	200
THE	156
THE	190

APPENDIX I

COURSE CLASSIFICATIONS FOR FACULTY LOAD

GROUP B

COURSE	NO.
ACC	111
ACC	204
ACC	211
ACC	251
ACC	252
AET	201
AET	210
AET	212
AET	220
AET	230
AET	240
AET	241.2
AET	241.3
AET	241.4
AET	241.5
APD	813
APD	814
APD	825
APD	826
APD	827
APD	828
APD	834
APD	835
APD	836
APD	838
APD	844
APD	845
APD	846
APD	851
APD	856
APD	861
APE	812
APE	821
APE	822
APE	825
APE	826
APE	828
APE	829
APE	830
APE	841
APE	842
APM	811
APM	821
APM	823
APM	827
APP	815
APP	816

COURSE	NO.
APP	817
APP	818
APS	810
APT	811
APT	813
APT	817
APT	820
APT	824
APT	827
APT	831
APT	840
APT	843
APT	847
APT	848
APT	850
APT	853
APT	860
APT	861
APT	862
APW	811
APW	812
APW	821
APW	822
ARC	101
ARC	102
ARC	110
ARC	112
ARC	120
ARC	212
ARC	213
ARC	214
ARC	215
ARC	216
ART	151
ART	152
ART	153
ART	154
ART	155
ART	157
ART	158
ART	160
ART	161
ART	161.1
ART	163
ART	165
ART	251
ART	252

COURSE	NO.
ART	254
ART	255
ART	257
ART	258
ART	259
ART	261
ART	263
ART	264
ART	268
ART	270.1
ART	270.2
ART	270.3
ART	270.4
ART	271
ASA	140.3
ASA	240.3
ATA	110
ATA	120
ATA	130
ATA	140
ATA	150
ATA	160
ATA	170
ATA	180
ATF	140
ATF	143
ATF	147
ATF	148
ATF	250
ATF	252
ATF	254
ATF	256
ATM	110
ATM	112
ATM	114
ATM	116
ATM	118
ATM	120
ATM	130
ATM	220
ATW	811
ATW	812
ATW	821
ATW	822
ATW	831
ATW	832
ATW	841

COURSE	NO.
ATW	851
ATW	861
ATW	871
ATW	872
AUT	100
AUT	111
AUT	112
AUT	113
AUT	211
AUT	212
AUT	213
AVM	101
AVM	122
AVM	140.3
AVM	202
AVM	221
AVM	240.3
BIO	101
BIO	102
BIO	103
BIO	132
BIO	150
BIO	153
BIO	154
BIO	155
BIO	157
BIO	163
BIO	164
BIO	250
BIO	271
BIO	281
BUS	131
BUS	142.3
BUS	161
BUS	162
BUS	163
BUS	203
BUS	204
BUS	240.3
BUS	253
BUS	261
BUS	262
BUS	263
BUS	270
CAD	110
CAD	120

COURSE	NO.
CAI	140
CAI	150
CAI	200
CAI	210
CAI	220
CER	121
CER	122
CER	131
CER	221
CER	222
CER	232
CER	241
CER	242
CER	248
CHE	100
CHE	132
CHE	151
CHE	152
CHE	261
CHE	262
CHE	263
CHE	264
CNS	110
CNS	114
CNS	115
CNS	120
COM	156
COM	157
COM	158
COM	159
COM	240.3
COM	283
COM	285
DEN	103
DEN	104
DEN	107
DEN	109
DEN	111
DEN	114
EN	122
DEN	141.3
DEN	147.3
DHE	110
DHE	110.A
DHE	112
DHE	120
DHE	130
DHE	132
DHE	132.A
DHE	210
DHE	220
DHY	123
DHY	124
DHY	125

COURSE	NO.
DHY	126
DHY	128.1
DHY	128.2
DHY	128.3
SHY	128.A
DHY	131
DHY	133
DHY	221
DHY	222
DHY	223
DHY	225
DHY	228
DHY	232
DMS	101
DMS	120
DMS	130
DMS	141
DMS	220
DMS	241
DMS	242
DPR	102
DPR	103
DPR	111
DPR	112
DPR	115
DPR	120
DPR	123
DPR	140.3
DPR	203
DPR	215
DPR	216
DPR	220
DPR	245
DPR	253
DPR	263
DPR	280
DPR	281
DPR	282
DPR	283
DRT	111
DRT	112
DRT	114
DRT	116
DRT	125
DRT	127
DRT	131
DRT	135
DRT	211
DRT	212
DRT	222
DSB	250.1
DSB	260.1
DSB	260.2
DSB	260.A

COURSE	NO.
DSB	260.5
ECD	140.4
ECD	141.4
ECD	240.6
ECD	241.6
ECT	208
ECT	209
ECT	210
ECT	211
ECT	212
EGR	204
ELT	101
ELT	121
ELT	122
ELT	124
ELT	127
ELT	201
ELT	202
ELT	206
ELT	207
EMT	140
EMT	140.1
EMT	141
EMT	145
EMT	154
EMT	154.1
EMT	155.1
EMT	221
EMT	240
EMT	241
EMT	243
EMT	258.1
EMT	259.1
ENG	046
ENG	047
ENG	048
ENG	049
ENG	052
ENG	054
ENG	102
ENG	104
ENG	131
ENG	134
ENG	136
ENG	151
ENG	152
ENG	211
ENG	221
ENG	280
ENG	282
ENG	284
ETT	101
ETT	102
ETT	103

COURSE	NO.
ETT	104
ETT	105
ETT	106
ETT	107
ETT	111
ETT	112
ETT	113
ETT	114
ETT	121
ETT	122
ETT	123
ETT	124
ETT	125
ETT	126
ETT	131
ETT	132
ETT	133
ETT	134
ETT	135
ETT	136
ETT	207
EXL	150
FLT	105
FLT	106
FLT	111
FLT	112
FLT	113
FLT	208
FLT	211
FLT	212
FLT	213
FLT	215
FLT	217
FLT	252
FRE	101
FRE	102
FRE	151
FRE	153
FRE	261
FRE	262
FRE	281.1
FRE	281.2
FRE	281.3
FST	101
FST	103
FST	104
FST	105
FST	106
FST	107
FST	108
FST	109
FST	110.1
FST	110.2
FST	110.3

COURSE	NO.
FST	110.4
FST	110.5
FST	110.6
FST	111
FST	114
FST	118
FST	120.1
FST	120.2
FST	120.3
FST	120.4
FST	120.5
FST	120.6
FST	122
FST	124
FST	131
FST	139
FST	201
FST	202
FST	203
FST	206
FST	210.1
FST	210.2
FST	214
FST	220.1
FST	220.2
FST	222
FST	224
FST	232
FST	240.3
FST	243
FST	245
FST	246
GCA	110
GCA	111
GCA	112
GCA	115
GCA	116
GCA	120
GCA	121
GCA	122
GCA	125
GCA	127
GCA	130
GCA	135
GCA	137
GCA	140.1
GCA	140.2
GCA	140.3
GCA	140.4
GER	101
GER	102
GER	151
GER	153
GER	261

COURSE	NO.
GER	262
GRA	114
GSC	153
GSC	154
GSC	158
GSC	161
GSC	240.1
GSC	240.2
GSC	240.3
GSC	240.4
HEA	100
HEA	140.3
HEA	141.4
HEA	151
HEA	240.3
HEA	257
HPT	140.8
HPT	200
HPT	210
HPT	220
HPT	221
HPT	240.6
IND	100
IND	140.1
IND	140.2
IND	140.3
IND	140.4
IND	140.5
IND	140.6
IND	240.1
IND	240.2
IND	240.3
IND	240.4
IND	240.5
IND	240.6
IPD	101
IPD	102
IPD	121
IPD	141
IPD	142
IPD	151
IPD	203
IPD	204
IPD	252
IPD	253
IPD	261
IPD	262
IPD	271
IPD	272
IPD	281
IPD	291
JOR	162
JOR	168
JOR	171

COURSE	NO.
JOR	172
JOR	173
JOR	174
LIB	101
LIB	102
LIB	110
LIB	140.3
LIB	201
LIB	205
LIB	206
LSC	151
LST	111
LST	112
LST	121
LST	122
LST	140.3
LST	201
LST	221
LST	231
LST	232
LST	234
LST	240.3
MAT	101
MAT	110
MAT	111
MAT	114
MAT	115
MAT	121
MAT	122
MAT	221
MDA	105
MDA	114
MDA	115
MDA	137
MDA	146
MDA	157
MDA	246
MDA	255
MEC	101
MEC	102
MEC	201
MEC	202
MEC	206
MEC	210
MEC	213
MEC	214
MED	107
MED	201
MED	203
MED	204
MED	225
MED	226
MED	240.4
MHA	140.4

COURSE	NO.
MHA	141.4
MHA	150
MHA	151
MHA	240.6
MHA	241.6
MKT	102
MKT	201
MKT	252
MRT	114
MRT	115
MRT	116
MRT	216
MRT	217
MUS	151
MUS	152
MUS	157
MUS	158
MUS	167
NUR	121
NUR	122
NUR	123
NUR	150
NUR	221
NUR	222
NUR	223
PER	158
PER	158.1
PER	160
PER	161
PER	162
PER	162.2
PER	164
PER	164.2
PER	164.3
PER	165.3
PER	165.4
PER	168.1
PER	168.2
PER	169.1
PER	169.2
PER	170.1
PER	170.2
PER	171
PER	171.2
PER	173
PER	174
PER	174.1
PER	175
PER	178.2
PER	178.3
PER	178.4
PER	178.6
PER	178.7
PER	178.9

COURSE	NO.
PER	179
PER	180.1
PER	180.2
PER	180.3
PER	180.4
PER	182.2
PER	182.5
PER	182.6
PER	183.1
PER	183.2
PER	183.3
PER	183.6
PER	183.7
PER	184.1
PER	184.2
PER	184.3
PER	185
PER	186.2
PER	188
PER	189
PER	190.2
PER	191
PER	192
PER	192.1
PER	193
PER	198
PER	253
PER	254
PER	254.1
PHO	150
PHO	210
PHO	221
PHO	222
PHO	240.1
PHO	240.2
PHO	240.3
PHO	240.4
PHY	113
PHY	154
PHY	161
PHY	162
PHY	250
PHY	252
PLS	111
PLS	112
PLS	122
PLS	151
PLS	161
PLS	171
PLS	181
PLS	191
PLS	208
PLS	212
PLS	215

COURSE	NO.
PLS	220
PLS	222
PLS	225
PLS	226
PLS	230
PLS	231
PLS	232
PLS	233
PLS	234
PLS	235
PLS	236
PLS	240.3
PNE	101
PNE	105
PNE	110
PNE	120
PNE	125
PNE	130
PNE	141
PNE	142
PNE	201
PNE	205
PNE	241
PPT	101
PPT	110
PPT	130
PPT	150
PPT	210
PSC	156
PSC	157
PSY	283
PUB	100
QAT	106
QAT	260
RES	103
RES	105.3
RES	110
RES	120.4
RES	140.3
RES	230.4
RES	240
RES	261
RES	271
RET	101
RET	122
RET	151
RET	220
RET	240.3
RET	241.3
RET	242.3
RET	243.3
ROB	152
ROB	160
ROB	162

COURSE	NO.
ROB	226
ROB	250
RSP	121
RSP	223
RSP	225
RSP	227.5
RSP	228
RSP	230
RSP	232.6
RSP	234
RSP	236.6
RTT	110
RTT	120
RTT	130
RTT	141
RTT	241
RTT	242
RTT	245
SEC	101
SEC	102
SEC	109
SEC	113
SEC	114
SEC	115
SEC	116
SEC	117
SEC	121
SEC	140.4
SEC	161
SEC	162
SEC	201
SEC	202
SEC	203
SEC	204
SEC	205
SEC	206
SEC	207
SEC	215.4
SEC	216
SEC	231
SEC	232
SEC	235
SEC	236
SEC	240.4
SEC	241
SEC	242
SEC	243.3
SEC	244.3
SEC	245.4
SEC	245.5
SEC	245.6
SEC	246.4
SEC	250
SLS	100

COURSE	NO.
SLS	101
SPA	101
SPA	102
SPA	151
SPA	153
SPA	261
SPA	262
SPA	281
SPA	282
SPA	283
SPE	129
SPE	155
SPE	161
SPE	171
SPE	172
SPE	173
SPE	174
SPE	255
SPE	261
SPE	262
TEA	111
TEA	112
TEA	114
TEA	116
TEA	130
TEA	131
TEA	132
TEA	133
TED	103
TEE	101
TEE	102
TEE	103
TEE	104
TEL	200
TEL	210
TEL	211
TEM	101
TEM	102
TEM	103
TEO	113
TEO	120
TEO	121
TEO	125
TEO	126
TEO	127
TEP	150
TEP	151
TEP	152
TER	111
TER	113
TER	120
TER	122
TER	130
TER	140
TER	142
TER	144
TER	152.2
TER	160
TER	162
TER	170
TES	110
TES	112
TET	105
TEW	110
THE	157
THE	256
THE	257
VBT	101
VBT	121
VBT	125
VBT	131
VBT	201
VBT	221
VBT	260
VBT	262
VBT	264
WOD	062
WOD	164

APPENDIX J

COACHING SUPPLEMENTAL CONTRACTS

When a faculty member is employed under a supplemental contract by the College as a coach, he/she shall be paid in accordance with the following schedule for the season contained herein:

	% of Faculty Members Column I Salary
Tennis	5%
Hockey	8%
Basketball	11%
Frosh Basketball	5 1/2%
Swimming	8%
Wrestling	8%
Baseball	8%
Bowling	5%
Golf	5%
Cross Country	5%
Debate	5% per year
Dramatics	5% per year
Intramurals	8% per year
Faculty Manager	5% per year

Meeting any coaching responsibilities shall not remove the necessity for a faculty member to see that his/her scheduled instructional assignments are properly met.

APPENDIX K

Purpose of Evaluation

A. Probationary Faculty Evaluation/Review

B. Annual Contract Faculty Evaluation/Review

C. For Continuing Faculty When Article 5.3 is Implemented

I. Faculty at Oakland Community College believe in the advancement of learning and recognize the special responsibilities that it entails. We seek and state the truth. To do so we devote our energies to developing and improving our competencies and those of our students. We accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. We practice intellectual honesty. Although we may follow subsidiary interests, these interests never seriously hamper or comprise our freedom of inquiry or our commitment to instructional excellence.

EVALUATION CRITERIA

1. Knowledge of subject matter and current methods used to relate material.
2. Organization of instructional materials for teaching and presentation of those materials.
3. Evidence of preparation for classes.
4. Efforts made to improve personal competence and competence of students.

More Than Satisfactory	Satisfactory	Less Than Satisfactory
________	________	________

II. As faculty, we encourage the free pursuit of learning in and among our students. We hold before our students the best scholarly standards of our disciplines. We demonstrate respect for the student as an individual and adhere to our proper roles as intellectual guides and counselors. We make every reasonable effort to foster honest academic conduct and to assure that our evaluations of students reflect their true merit. We respect the confidential nature of the relationship between teacher and student, counselor and student. We avoid any exploitation of students for our private advantage and acknowledge significant assistance for them. We protect their academic freedom.

EVALUATION CRITERIA

1. Grading procedure - does evaluation of students take place and does it reflect actual performance.
2. Use of textbooks, if required - are texts used in meaningful ways.
3. Is there a course outline - has it been made available to students and is it followed.

4. Are classes met as scheduled and are they met on time and dismissed on time.
5. Are student evaluations generally positive and are student retention figures adequate.
6. Are student hours and consultations maintained.

More Than Satisfactory	Satisfactory	Less Than Satisfactory
______	______	______

III. As colleagues, we have obligations that derive from common membership in the community of scholars. We respect and defend the free inquiry of our associates. In the exchange of critism and ideas, we show due respect for the opinion of others. We acknowledge our academic commitments and strive to be objective in our professional judgments. We accept our share of faculty responsibilities for the governance of our institution.

EVALUATION CRITERIA

1. Participation and involvement in departmental, campus, and college activities.
2. Professional relationship with colleagues.
3. Reactions to constructive criticisms.

More Than Satisfactory	Satisfactory	Less Than Satisfactory
______	______	______

IV. As members of this institution, we seek above all to be effective teachers and scholars. Although we observe the stated regulations of the institution, provided they do not contravene academic freedom, we maintain the right to critize and seek revision. We determine the amount and character of the work we do outside the institution with due regard to the paramount responsibilities within it. When considering the interruption or termination of our services, we recognize the effect of our decision upon the programs of the institution.

EVALUATION CRITERIA

1. Covers classes of other departmental members during their absence.
2. Posts office hours and maintains student service hours.
3. Teaches courses consistent with the college catalog.

More Than Satisfactory	Satisfactory	Less Than Satisfactory
______	______	______

V. As members of our respective communities, we have the rights and obligations of any citizen. We measure the urgency of these obligations in the light of our responsibilities to our subjects, to our students, to our profession, and to our institution. When we speak or act as citizens engaged in a profession that depends upon freedom for its health and integrity, we have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

EVALUATION CRITERIA

Acceptance of and fulfillment of primary responsibilities and duties assigned by OCC as part of contractual obligations. These obligations take precedence over all other professional commitments.

More Than Satisfactory	Satisfactory	Less Than Satisfactory
____________	____________	____________

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BOARD OF TRUSTEES OF
THE SCHOOLCRAFT COMMUNITY COLLEGE DISTRICT

AND

THE FACULTY FORUM OF
SCHOOLCRAFT COLLEGE
September, 1986 - August, 1988

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AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF THE SCHOOLCRAFT COMMUNITY COLLEGE DISTRICT

AND

THE FACULTY FORUM OF SCHOOLCRAFT COLLEGE

This Agreement, entered into this 2nd day of September, 1986 by and between the Board of Trustees of the Schoolcraft Community College District (hereinafter called the "Board") and the Schoolcraft College Faculty Forum, a local unit of the Michigan Education Association and the National Education Association, (hereinafter called the "Forum").

PREAMBLE

WHEREAS, the Board and the Forum recognize and declare that providing quality higher education consistent with community resources for the people of this College District is their mutual aim and that the character of such education depends, (in part), upon the quality and morale of the professional personnel, and

WHEREAS, the Faculty recognize that their primary responsibility is to perform their professional duties fully, properly, and ethically, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, to bargain with the Forum as the representative of the faculty with respect to hours, wages, terms, and conditions of employment.

NOW THEREFORE, it is agreed:

ARTICLE I

RECOGNITION AND DEFINITIONS

Section 1. The Board recognizes the Forum as the sole and exclusive bargaining representative as defined in Section 11 of Act 379 Public Acts of Michigan, 1965, for all instructors, counselors, librarians, full and part-time, and part-time clinical nursing instructors employed by Schoolcraft College; excluding all employees on administrative contracts, substitutes, Community Service and Continuing Education instructors, coaches, and all other employees.

Section 2. For the purposes of this Agreement, the following terms shall mean:

A. Faculty Member - the term "faculty member" shall mean all instructors, coordinator/instructors, counselors and librarians employed full time by Schoolcraft College; and where so specified in this Agreement, the term faculty member shall apply to all part-time instructors, part-time counselors, part-time librarians, and all part-time clinical nursing instructors employed by Schoolcraft College.

B. Full-Time Instructor - is an instructor who either:

1. Teaches one or more courses, the total of which constitutes eleven (11) or more contact hours per semester; or

2. Teaches in Culinary Arts and satisfies the definition of a basic load as defined in Article V, Section 2(E) for a semester.

C. Full-Time Counselor - the term "full-time counselor" shall mean a full-time counselor who is employed by Schoolcraft College under a probationary or full-status contract for a twelve (12) month period, with thirty-eight (38) weeks of assigned duties and who has a regular work load of thirty-five (35) hours a week.

D. Full-time Student Activities Coordinator - the term "full-time student activities coordinator" shall mean a counselor employed as a student activities coordinator by Schoolcraft College under a probationary or full-status contract for a twelve (12) month period, with forty-six (46) weeks of assigned duties and who has a regular work load of thirty-five (35) hours a week.

ARTICLE I (Cont'd.)

Section 2. (cont'd.)

E. Full-Time Admissions/Financial Aids Counselor - the term "full-time admissions/financial aids counselor" shall mean a counselor who is employed by Schoolcraft College under a probationary or full-status contract for a twelve (12) month period, with forty-six (46) weeks of assigned duties and who has a regular work load of thirty-five (35) hours a week.

F. Counselor - Career Planning and Placement - the term "counselor - career planning and placement" shall mean a counselor assigned as a counselor in the Career Planning and Placement Center and who is employed by Schoolcraft College under a probationary or a full-status contract for a twelve (12) month period with thirty-eight (38) weeks of assigned duties and who has a regular work load of thirty-five (35) hours a week.

G. Full-Time Librarian - the term "full-time librarian" shall mean any librarian who is employed by Schoolcraft College under a probationary or full-status contract for a twelve (12) month period, with forty-six (46) weeks of assigned duties, and who has a regular work load of thirty-five (35) hours a week. The only exceptions shall be that one of the two Librarians - Cataloging & Reference, and the Librarian - Radcliff Center shall be issued a thirty-six (36) week contract to cover the Instructional College Year.

H. Full-Time RTI & BMET Coordinator/Instructor - the term "full-time RTI & BMET coordinator/ instructor" shall mean the RTI & BMET coordinator/instructor who is employed by Schoolcraft College under a probationary or full-status twelve (12) month contract containing forty-six (46) weeks of assigned duties.

I. Full-time Nursing Education Coordinator/Instructor - the term "full-time nursing education coordinator/instructor" shall mean the nursing education coordinator/instructor who is employed by Schoolcraft College under a probationary or full-status contract for a twelve (12) month period with forty-six (46) weeks of assigned duties.

J. Full-time Medical Laboratory Technology Coordinator/ Instructor - the term "full-time medical laboratory technology coordinator/instructor" shall mean the medical laboratory technology coordinator/instructor who is employed by Schoolcraft College under a probationary or a full-status twelve (12) month contract containing forty-six (46) weeks of assigned duties.

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ARTICLE I (Cont'd.)

Section 2. (cont'd.)

K. Full-Time Cooperative Training Coordinator/Instructor - the term "full-time cooperative training coordinator/instructor" shall mean the cooperative training coordinator/instructor who is employed by Schoolcraft College under a probationary or full-status contract for the Fall and Winter semesters and satisfies the definition of a basic load as defined in Article V, Section 2F, for a semester.

L. Full-Time Occupational Therapy Assistant Coordinator/Instructor - the term "full-time occupational therapy assistant coordinator/instructor" shall mean the occupational therapy assistant coordinator/instructor who is employed by Schoolcraft College under a probationary or full-status twelve (12) month contract containing forty-six (46) weeks of assigned duties.

M. Full-Time Medical Records Technology Coordinator/Instructor - the term "full-time medical records technology coordinator/instructor" shall mean the medical records technology coordinator/instructor who is employed by Schoolcraft College under a probationary or full-status contract for the Fall and Winter semesters.

N. Learning Assistance Center Coordinator - the term "Learning Assistance Center coordinator" shall mean the Learning Assistance Center coordinator who is employed by Schoolcraft College under a twelve (12) month contract containing forty-six (46) weeks of assigned duties and who has a regular work load of thirty-five (35) hours per week.

O. Part-Time Instructor - the term "part-time instructor" shall mean anyone who teaches one or more College credit courses per semester or session, a total of which is less than eleven (11) contact hours per semester or session.

P. Part-Time Clinical Nursing Instructor - the term _"part-time clinical nursing instructor" shall mean anyone who is employed and who is responsible for clinical nursing labs between one (1) and thirty (30) clock hours per week per semester or session.

Q. Part-Time Counselor - The term "part-time counselor" shall mean anyone who counsels and performs the duties per Appendix "I" for less than twenty-four (24) hours per week in a semester or session.

Section 2. (cont'd.)

R. Part-Time Librarian - The term "part-time librarian" shall mean anyone whose work consists of those duties described in either Appendix F, F-1, F-2, F-3, or F-4 as deemed necessary by the appropriate administrator for less than twenty-four (24) hours per week in a semester or session.

Section 3. Definition of Instructional College Year. - an instructional college year for the purposes of this Agreement is defined as consisting of the Fall and Winter semesters as specified in Appendices C, C-1 and C-2. Two semesters constitute the annual contract period for all full-time instructors except as specified elsewhere in this Agreement.

Section 4. The Board agrees not to negotiate with any faculty member or faculty organization other than the Forum and its officially designated representatives with respect to wages, hours, terms, and conditions of employment for faculty members covered by this Agreement for the duration of this Agreement.

Section 5. The Forum will continue to represent all members of the bargaining unit, equally, without regard to membership in the Forum.

Section 6. Union Representative - In the Fall of each year, the Faculty Forum shall notify the administration, in writing, of its officially designated representatives. Wherever in this Agreement, the phrase "Faculty Forum representative", "Forum representative", or "union representative" appears, it shall mean any one of these officially designated representatives of the Forum as determined by the Forum President or his/her designee.

ARTICLE II

BOARD RIGHTS

Section 1. Except as modified by the terms of this Agreement, the Board shall retain all rights and powers to manage Schoolcraft College and to direct its faculty as conferred by the laws and constitution of the State of Michigan and of the United States and encompassed in the Board's responsibility to manage the Community College District. These rights and powers shall include, but shall not be limited to:

A. The executive management and administrative direction of its properties, facilities, and faculty.

B. The hiring, assignment, layoff, firing, and suspension of faculty subject to provisions of law.

ARTICLE II (Cont'd.)

Section 1. (cont'd.)

C. The establishment or elimination of curricula, courses of instruction, and extra curricular programs.

The exercise of these rights shall be limited only by the terms of the Agreement and provisions of law.

ARTICLE III

FULL-TIME FACULTY RIGHTS AND RESPONSIBILITIES

Section 1. The Board shall designate bulletin boards or adequate portions thereof for the posting of Forum business notices or social announcements. All such notices or announcements shall be furnished to the Manager of Personnel Services or his/her designee prior to posting.

Section 2. The Forum shall have access to faculty mailboxes for its business notices and social announcements. All such notices or announcements shall contain the signature of a Forum official and a copy shall be furnished to the Manager of Personnel Services or his/her designee prior to distribution.

Section 3. The Forum shall have the right to use College facilities and equipment for meetings provided the use of such facilities and equipment is scheduled through the Coordinator of Special Events. The Forum shall pay any overtime costs incurred as a result of the use of College facilities, and shall pay for the cost of all materials and supplies incidental to the use of College equipment. College non-faculty personnel shall not be utilized for business during their working hours.

Section 4. In response to official requests the Board agrees to furnish to the Forum available public information which shall assist the Forum in preparing for negotiations. The Board shall not be expected to compile information but shall provide such information in the form available.

Section 5. Each instructor shall be entitled to freedom of discussion within the classroom on all matters within the framework of the course being taught, which are relevant to the course and within his/her area of competence.

Section 6. Any full-status faculty member may request a change in departmental assignment to another area within his/her competency by giving official written notice to the appropriate administrator with a copy to the appropriate Vice President. Such notice must be received prior to February 1 of the contract year. Faculty members

Section 6. (cont'd.)

making such a request will be given first consideration for any existing opening. Assignments shall be made at the discretion of the Board. Should the request be denied, the faculty member will be notified in writing as to the reasons for refusal.

Section 7. Each full-time faculty member shall have the right upon reasonable request and notice to review the contents of his/her personnel file, excluding letters of recommendation and employment credentials, with an appropriate administrator. The faculty member may be accompanied by a Forum representative if he/she so desires. When material is placed in an individual's personnel file the faculty member shall be furnished a copy of said material and shall have ten (10) days to write a rebuttal which shall be attached to the original material in the file.

Section 8. The Board shall not require any full-time faculty member to assume an extra contractual assignment without his/her prior written consent.

Section 9. Any and all full-time faculty and administrative vacancies and new positions shall be posted and copies provided the Forum. Such posting shall contain a list of qualifications necessary to hold the position and a closing date for accepting applications. Full-time faculty applying for faculty positions shall be given first consideration in filling the vacancy provided said vacancy is within his/her competency. The Board shall have the sole authority to fill these vacancies.

Section 10. Procedure for Hiring of New, Full-Time Faculty Members.

A. Upon administrative determination of a vacancy to be filled by a full-time faculty member, the Faculty Representative of the affected department shall be notified and proceed to assist the appropriate administrator in determining whatever general and/or specific qualifications are to be sought.

B. Upon completion of the posting period, the Personnel Office shall make a preliminary screening to determine if applicants have met the desired qualifications and remove from further consideration, those applicants which do not.

C. A formal screening committee consisting of the Faculty Representative or his/her designee, one additional full-time member of the department, and the appropriate administrator(s) shall meet to review the applications (including those removed in Step B., if so desired) and determine which, if any, of the fully qualified candidates they will interview.

Section 10. (cont'd.)

D. Upon completion of the screening and interviewing of the candidates, the committee will recommend their choices in rank order of preference.

Section 11.

A. If the Board wishes to establish a new faculty position, it shall so notify the Forum and attempt to conclude a memorandum of understanding regarding the job description. Should the parties be unable to agree within one month of the Board's submission of the proposed job description to the Forum, the Board may implement its proposal on a temporary basis. If the Board chooses to implement the change without concluding a memorandum of understanding, it shall so notify the Forum. The Forum shall have fifteen (15) days from this notice to file a grievance. Such a grievance may be expedited by filing it at Step III of the grievance procedure. Should the Forum not file a grievance within this time period, the Board proposal shall become the memorandum of understanding. If a grievance is filed, the Board proposal shall be the temporary job description during the grievance and arbitration processes.

B. 1. Should it be necessary to amend existing job descriptions due to changes required by an outside accrediting agency, the Board shall so notify the Forum and attempt to conclude a memorandum of understanding regarding these changes. Should the parties be unable to agree within thirty (30) days of the Board's submission of its proposed changes, either party may request immediate and expedited binding arbitration to resolve outstanding differences.

2. Should the Board wish to amend existing job description(s) for any other reason, then the amendment process provided within this Agreement shall be followed.

Section 12. The presence of cameras, tape recorders or similar recording devices during the meeting of a class shall be subject to the permission of the instructor, except as modified by Federal Law or State statutes.

Section 13. The full-time faculty member is entitled to the enjoyment of his/her constitutionally guaranteed rights. When he/she acts as a private citizen, he/she shall be free from institutional discipline. The faculty member, mindful of his/her responsibility to protect his/her own and the institution's integrity, shall exercise reasonable care to show that he/she is acting as a private citizen and does not speak for nor represent the College.

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ARTICLE III (Cont'd.)

Section 14.

A. An officially designated representative of the Forum shall at all times be present when a meeting is held for the purpose of reprimanding or disciplining a full-time faculty member, unless said faculty member presents a written waiver to an officially designated representative of the Forum and the appropriate administrator prior to the meeting.

B. Any written notice of reprimand placed in a faculty member's file shall be removed upon his/her voluntary termination of employment if the written notice is more than two years old.

C. Copies of any letters of reprimand or discipline shall be provided to the President of the Forum.

D. In determining the appropriate disciplinary action, the principle of progressive discipline shall be considered.

Section 15. The Board, while fulfilling its responsibilities to handicapped students, will notify faculty when an enrollee has been identified as a handicapped student and will indicate the special assistance and/or special equipment being provided.

Section 16. Governance

A. At least once every other month during the academic year, the College President shall meet with the Forum officers to discuss matters of concern to either or both of the parties. Either party may initiate items for discussion and either party may bring additional persons to the meeting.

B. Whenever standing or ad hoc committees containing faculty representation shall forward written recommendations to the appropriate administrator, said administrator shall respond, in writing, to that committee as to the disposition of the recommendation(s) as well as reason(s) for the disposition.

ARTICLE IV

FULL-TIME FACULTY STATUS

Section 1. Probationary Status

A. Full-time faculty members shall initially be employed in a probationary status for up to the first two years of their employment with Schoolcraft College. A full-status contract shall be offered to the faculty member upon completion of this two-year period if the faculty member's evaluations have been satisfactory; and if the faculty member has successfully met any conditions which may have been established, as part of the

Section 1A. (cont'd.)

probationary contract, at the time of hire; and if there exists a continuing need for the faculty member's services. If all of these conditions have not been met, the College may either terminate the faculty member's employment or offer an extension of the probationary period for up to a third year to allow more time for the conditions to be met. If all conditions have not been met at the end of the third year of probation, the faculty member's employment shall be terminated. If the conditions have been met, a full-status contract shall be offered to the faculty member.

Section 2. Evaluation of Probationary Employees.

A. Probationary full-time faculty members shall be subject to a continuous formal evaluation.

B. The following evaluation procedure will be utilized by the Office of Instruction and/or the Office of Student Services in evaluating probationary full-time faculty members.

1. Evaluations will be conducted by the appropriate Assistant Dean, Director, Dean, or Vice President, and by the Faculty Representative.
2. Evaluations will be carried on in the classroom, the laboratory, or other locations where the full-time faculty member performs his/her duties.
3. Written reports will be made of each evaluation.
4. The probationary full-time faculty member may make a written response to the evaluation. The response must be made within ten (10) working days after the conference with the two evaluators and will be attached to the evaluation.
5. The evaluation and response will be forwarded to the appropriate Dean or Vice President.
6. Student evaluation may be requested by either or both of the evaluators or by the full-time faculty member. When such an evaluation occurs it must take place in the same semester during which the formal evaluation has occurred. Such an evaluation must include all classes currently being taught by that instructor or a sampling of fifty (50) students from that counselor's load.

Section 2B. (cont.d)

7. There will be a minimum of four evaluations per instructional college year equally divided between each semester. Should these evaluations present evidence of deficiency, a reasonable number of additional evaluations beyond the minimum shall be permitted to monitor progress in the remedy of these deficiencies.

8. Where a probationary performance shows deficiencies, the deficiency must be stated in writing along with a plan for improvement. Such a plan must be jointly formulated by both evaluators and presented to the probationary full-time faculty member in a conference with the appropriate Dean or Vice President. Should the evaluators be unable to agree on such a plan, it shall be devised by the appropriate Dean or Vice President.

9. After each written evaluation, a conference will be held between the probationary full-time faculty member and the two evaluators. The written evaluation will be discussed with the probationary full-time faculty member and initialed by him/her before the evaluation is placed in his/her personnel file.

10. Should it be necessary to revise or develop an evaluation form, such form will be revised or developed jointly by the Manager of Personnel Services and the President of the Faculty Forum or his/her designee.

Section 3. Each probationary full-time faculty member will be notified in writing by March 15, or November 15, or forty-five (45) days prior to the end of the contract period, whichever is appropriate, of one of the following:

A. The continuation of the probationary contract.

B. The placement of said probationary full-time faculty member on a full-status contract.

C. Termination of employment.

Section 4. Probationary status may be terminated in the following manner:

A. By mutual consent at any time.

B. By resignation of the full-time faculty member at the end of the probationary contract period, provided written notice of such resignation is given as soon as possible but not later than forty-five (45) days before the end of the probationary contract period.

Section.4. (cont'd.)

C. By administrative action during the course of the probationary contract period. Termination of probationary full-time status during the course of the probationary contract period shall be for cause. A written notice of termination, setting forth the reason for such action, shall be furnished the full-time faculty member. Within fifteen (15) days after the receipt of such notice, the full-time faculty member may request a hearing before the Board by presenting a written request to the Chairman of the Board, with a copy to the President of the College. The procedure but not the dates set out in Article IV, Section 6, shall be followed.

D. By administrative action at the end of the probationary contract period. The release of a full-time faculty member on probationary status may take place at the end of the probationary contract period without recourse to the grievance procedure. By March 15, or November 15, or forty-five (45) days prior to the end of the contract period, whichever is appropriate, the probationary full- time faculty member shall be notified of his/her release and the reasons therefor in accordance with the provisions of Section 3 of this Article. Within ten (10) days of the receipt of such notice, the probationary full-time faculty member may request a hearing before the Board. Such request shall be in writing. The Board shall schedule the hearing within thirty (30) days from the date of the receipt of such written request. In reaching its decision, the Board shall review and consider the employee's probationary evaluation reports. The Board may consider all other matters it deems relevant in reaching its decision.

Section 5. Full-Status Full-Time Faculty Member

A. A full-status full-time faculty member shall receive a contract that will guarantee his/her continued services except for the following conditions: termination, staff reduction, retirement, resignation.

B. An annual salary agreement (See Appendix A or A-1) is required for use with this continuing contract.

C. A full-status contract may be terminated by the Board (see Section 6 of this Article, Procedure for Terminating a Full-status Full-Time Contract) for the following reason(s): of retirement due to age, or good and adequate cause, or as an out-growth of the suspension procedure.

D. A full-status, full-time faculty member may be suspended for good and adequate cause (see Section 7 of this Article, Procedure for Suspending a Full-status Full-time Faculty Member). Such a suspension may be with or without pay.

Section 6. Academic Rank - Full-Time Faculty.

A. An academic rank system shall consist of the following ranks: Instructor, Assistant Professor, Associate Professor, Professor.

B. This system of academic rank shall have no effect on any form of compensation received by any faculty member.

C. Rank shall be attained as follows:

1. Instructor: Upon hire as a full-time instructor.
2. Assistant Professor: Upon successful completion of the probationary period and achievement of full-status.
3. Associate Professor: At the beginning of the academic year following receipt of a satisfactory evaluation as an Assistant Professor. Normally, this will be the sixth (6th) year of service.
4. Professor: At the beginning of the academic year following receipt of two satisfactory evaluations as an Associate Professor. Normally, this will be the twelfth (12th) year of service.

D. Counselors and Librarians shall have the option of using academic rank titles when teaching, publishing, or communicating with institutions that use a ranking structure for counselors and librarians

E. Full-time faculty, who are employed after November 1, 1984, shall begin as Instructors and must achieve academic rank as specified in (3) above, except that a person, who has achieved academic rank at another institution and is then employed as a full-time faculty member of Schoolcraft College, shall be entitled to that rank after successful completion of the probationary period at Schoolcraft College.

Section 7. Procedure for Terminating a Full-Status Full-Time Contract.

A. A notice of intention to terminate the contract must be furnished by registered mail to the full-time faculty member by March 1. A full-time faculty member may terminate his/her

Section 7A. (cont'd.)

contract by notifying the Board by April 1. Such notices must be accompanied by a written statement outlining the specific reason(s) for such action.

B. Within fifteen (15) days of the receipt of the termination notice, the full-time faculty member may request a hearing before the Board by presenting a written request to the Chairman of the Board, with a copy to the President of the College.

C. Such a hearing must be held within fifteen (15) days after the Chairman has received the request. The full- time faculty member may be represented by counsel, by representatives of the Forum and may call witnesses. At the full-time faculty member's option, the hearing may be open or closed.

D. Within ten (10) days from the date of the hearing, the Board shall render a written decision to the full-time faculty member by registered mail.

E. If the full-time faculty member is not satisfied with the decision of the Board, he/she may within five (5) days submit the decision to arbitration by serving a written notice to the Board, with a copy to the President of the College, at which time Step Four of the Grievance Procedure shall become operable.

F. All records of these proceedings shall be kept separate from the personnel file of the full-time faculty member.

Section 8. Procedure for Suspending a Full-Status Full-Time Faculty Member

A. Only the College President, or the Vice President for Instruction or the Vice President for Student Services when so designated by the President, may order the suspension of a full-time faculty member without pay.

B. Prior to such an action being taken, a hearing shall be scheduled by the President or his/her designee involving the appropriate administrator(s), the faculty member, and his/her union representative(s). Notification of the meeting shall be delivered, in writing, to the faculty member with an explanation of the alleged breach of discipline as well as a warning that suspension without pay may result. A copy shall also be delivered to the Forum President.

Section 8. (cont'd.)

C. Following the meeting, the President or his/her designee shall notify the faculty member and the Forum President as to the disposition of the case in question (no later than five (5) calendar days from the date of the meeting).

D. Should suspension without pay be imposed, the suspension shall be for no more than one (1) week.

E. If the full-time faculty member is not satisfied with the decision of the President or his/her designee, he/she may within five (5) days submit the decision to arbitration by serving a written notice to the Board, with a copy to the President of the College, at which time Step Four of the Grievance Procedure shall become operable.

F. All records of these proceedings shall be kept separate from the personnel file of the full-time faculty member until the final determination of the case.

G. Suspension with pay may be ordered by the President prior to a hearing should circumstances warrant an immediate removal from the full-time faculty member's performance of his/her duties and responsibilities.

1. A post-suspension hearing functioning as outlined in Section 7B shall be held within two (2) weeks of the suspension.
2. A suspension with pay may be of indeterminate length.
3. Same as "E" above.
4. Same as "F" above.

Section 9. Evaluation of Full-Status Full-Time Faculty

A. All full-status full-time faculty members shall be evaluated once every three (3) years by the appropriate Assistant Dean, Director, Dean, or Vice President, and by the Faculty Representative or his/her designee in the event of his/her own evaluation. No more than one-third (1/3) of the full-status faculty shall be evaluated in any one (1) academic year.

1. The evaluation will be based on separate visits of not less than one (1) class period during the same semester by each evaluator at a time mutually agreed upon between the full-time faculty member and the evaluator.

Section9A. (cont'd.)

2. Evaluations will be conducted in the classroom, laboratory or other location where the full-time faculty member performs his/her duties.

3. Within ten (10) working days after the second (2nd) evaluation a joint conference will be held between the full-time faculty member and the evaluators. Their written evaluations will be discussed with the full-time faculty member and initialed by him/her before they are placed in his/her personnel file.

4. The full-time faculty member may make a written response to the evaluations. The response must be made within ten (10) working days after the conference with the evaluators and will be attached to the evaluations.

5. Student evaluation may be requested by agreement between both of the evaluators or by the faculty member. When such an evaluation occurs it must take place in the same semester during which the formal evaluation has occurred. Such an evaluation must include all classes currently being taught by that instructor, or a sampling of fifty (50) students from that counselor's load.

6. Where performance shows deficiencies, the deficiencies must be stated in writing along with a plan for improvement. Such a plan may provide for more frequent evaluation than provided above until the deficiencies are eliminated. Such a plan may provide for student evaluation when requested by either evaluator. Such a plan must be formulated by the evaluators and presented to the faculty member in a conference with the appropriate Dean or Vice President. Should the evaluators be unable to agree on such a plan, it shall be devised by the appropriate Dean or Vice President.

7. Students shall be given an opportunity to evaluate full-time full-status faculty members each semester and session. A full-time full-status faculty member shall make available to students an Evaluation Form at the end of each semester/session. The forms shall be collected by the faculty member for his/ her personal evaluation of his/her effectiveness. The Form shall be jointly developed by representatives of the Forum and the Administration.

Section 10. Staff Reduction

A. Seniority - Full-Time Faculty

1. A faculty member shall be entered on the seniority list of the College from his/her most recent date of full-time faculty employment. In case of equal seniority, higher rank shall be determined as follows:

    a. Based upon the date the contract for employment was issued by the College.

    b. In the event the dates are the same, the employee's name shall be placed in a hat and seniority determined by a blind draw; said draw to be conducted by a representative of the Faculty Forum and a representative of the Administration. The first name drawn shall have the greater seniority.

    c. Said seniority list shall be maintained by the College Personnel Department, updated annually and two copies shall be furnished to the Faculty Forum President by October 1, each year. Disputes challenging the accuracy of the list shall be filed with the Manager of Personnel Services within twenty (20) days after the Faculty Forum receives the list. Should there be no satisfactory resolution within twenty (20) days of notification of any alleged inaccuracy, the faculty member shall have the right to grieve the alleged inaccuracy. Such challenges must be based on the contract language of Article IV, Section 9A. If no grievance is filed within fifteen (15) days of the expiration of the time allowed the Manager of Personnel Services to answer, the seniority list shall be conclusive as to seniority dates.

2. Seniority rank shall be maintained during absence from the College due to staff reduction.

3. A faculty member shall lose seniority with the College if he/she resigns, quits, is discharged or if he/she is laid off for longer than three (3) years.

4. A faculty member shall accrue faculty seniority only for the time during which he/she was employed as a full-time faculty member or was on an approved leave except that only one (1) term of office under a public service or teacher association duty leave shall accrue seniority.

B. Reduction of Full-Time Faculty

1. Whenever necessary, because of insufficient student enrollment as defined in D below, to decrease the size of the full-time faculty in any discipline, (e.g., economics) counseling service or library service, the Board, upon recommendation of the President may lay off the necessary number of faculty in the discipline(s) or areas affected.

    a. The placement of faculty in the affected discipline or area on lay off shall begin with probationary faculty in that discipline or area, and then full-status faculty from that discipline or area in inverse order of their seniority.

2. a. Whenever necessary to decrease the size of the full-time faculty staff because of insufficient funds, the Board, upon recommendation of the President, may cause the necessary number of faculty, beginning with those serving probationary periods, to be placed on lay-off without pay, but only in inverse order of their accrued faculty seniority. Should it become evident that a particular department will be unable to function because of seniority reduction of staff, inter-departmental transfers of qualified staff members shall be allowed. If a position cannot be filled with a qualified staff member in accordance with seniority an instructor with lower seniority may be retained in order to maintain continuance of the program. Should this not resolve the problem, the Board's representatives shall negotiate with the Faculty Forum for a satisfactory solution.

    b. The following procedure must be met in order to implement 2a above:

        1. The Board must declare at a public meeting that such an insufficient funds situation exists. Once such a Board declaration has been made, the Forum shall have thirty (30) days in which to consult with the President of the College regarding the insufficient funds situation. The Board shall not take any action with regard to possible full-time faculty layoffs during this thirty-day consultation period.

Section 10B2b. (cont'd.)

2. If the President of the College and the Forum, or their respective designees, are unable to agree to a plan to address the insufficient funds situation without layoffs, the Forum shall have the right to present its proposals directly to the Board.
3. If, after this thirty-day consultation period has expired, and the President and Forum have been unable to agree on an alternative to possible layoffs, the Board may then proceed to carry out the procedure specified in 2a above.
4. Should such decision be made during the Fall or Winter semester, the decision shall not be implemented until the end of that semester.

3. Relation to Filling Positions, Supplementals and Part-Time Faculty

a. A full-time faculty member about to be laid off shall be given preference based on seniority for another full-time position for which he/she is qualified by a Master's Degree or an equivalent number of graduate credit hours or experience. The secondary faculty member affected by this procedure shall also have the right based on seniority and qualifications to displace (bump) a faculty member. The last faculty member affected shall then be the one who is laid off.

b. A full-time faculty member who does not have a full load in any given semester shall be given priority to acquire a full load by assuming any open class or classes which he/she is qualified to teach.

"Open Class" is defined as:

1. A class not assigned to a full-time instructor in the published class schedules. These are usually denoted as "staff".

2. A class created after schedules are published.

3. A class previously assigned but voluntarily released by the instructor for one of the following reasons:

    a. Inability to continue due to serious illness, death or other reasons deemed reasonable.

Section 10B3b3. (cont'd.)

b. To re-arrange with administrative approval, his/her schedule to enable himself/herself and other members of the faculty so affected to obtain basic loads.

c. A full-time faculty member who is on lay-off shall be given preference as a part-time instructor to teach courses for which he/she is qualified at the supplemental rate.

C. Reinstatement of Full-Time Faculty Members

1. When circumstances shall be appropriate each faculty member placed on lay-off, as aforementioned, shall be reinstated in inverse order of his/her placement on lay-off.

2. Faculty members who return from lay-off defined above, shall not be subject to loss of credit for previous years of service.

3. The Personnel Office shall notify faculty members on lay-off of openings for which they are qualified. No new appointments shall be made where there are available faculty members on layoff who are qualified to fill the vacancies, unless such faculty members shall fail to advise the Personnel Office of their acceptance of employment within 15 calendar days from the date of mailing of their notification. Such notification shall be sent by registered mail, return receipt requested.

4. If more than one qualified faculty member on lay-off applies to fill a vacancy, the applicant having the greatest seniority shall be offered the position.

D. Insufficient enrollment for full-time faculty load is defined as one of the following:

1. In the second consecutive semester in which every member of a given discipline did not have a basic load staff reduction may be implemented. Such notice of lay-off must be given no later than March 15th. This means that the lay-off becomes effective with the beginning of the next instructional year.

Section 10D. (cont'd.)

2. In case any member of a given discipline cannot be assigned any part of a load, staff reduction may be implemented to take effect at the end of that semester.

3. Should the head count load for counselors fall below an average of 200:1 (based on day head count) for two (2) consecutive semesters then staff reduction may be implemented. Such notice of lay-off must be given on or before March 15th. This means that the lay-off becomes effective with the beginning of the next instructional year.

Section 11. Re-training. Where there is staff reduction or the likelihood of staff reduction because of program modification, course deletion, or shifts in student enrollment within the College, re-training will be available as set forth below:

A. Proposals may be initiated by either the faculty or administration and must be approved by both.

B. Such proposals must show that there is a justification for the need, that there is a program planned to accomplish the changes, and that there is a basis for re-employment using the new skills.

C. The Board shall make available monies to fund approved re-training. The amount to be contributed on each contribution date shall be determined by the balance of the fund on the preceding June 30, and the contribution made on July 1. The amount to be contributed shall be the amount required to bring the fund to a balance of $20,000 but shall not be more than $10,000 per contribution date.

D. Up to five (5) percent of the amount allocated to the Faculty Professional Development Fund as provided in Article XIII, Section 4, of this Agreement shall be available for re-allocation to the re-training fund. This money shall be re-allocated only if a faculty member actually begins re-training. When a faculty member begins re-training, his/her total individual professional development amount shall be re-allocated to the re-training fund and shall count toward meeting the five (5) percent obligation of the Faculty Professional Development Fund.

E. In order to be eligible for re-training, a faculty member shall have completed seven (7) years of service with the College. No faculty member shall be re-trained more than once under the terms of this section.

ARTICLE IV (Cont'd.)

Section 11. (cont'd.)

F. The Board shall provide one year's notice prior to the elimination of or substantial modification (to the point that a faculty member is no longer qualified to teach in that program) of an existing program unless the elimination or modification is due to an insufficient funds situation as specified in Article IV, Section 9B2.

ARTICLE V

FULL-TIME FACULTY LOAD & ASSIGNMENTS

Section 1. Length of Class Session - Continuing with the Fall Semester, 1986, a class scheduled for one hour shall include fifty-five (55) minutes of instruction and five (5) minutes of passing time. In classes scheduled for more than one (1) hour in the same session, the instructor may schedule a break equivalent to five (5) minutes per hour for each hour except the last hour where five (5) minutes shall be used for passing time. Any variation must have the approval of the instructor and the appropriate assistant dean or dean.

Beginning with the Spring/Summeer Session, 1987, a class scheduled for one hour shall include fifty (50) minutes of instruction and ten (10) minutes of passing time. In classes scheduled for more than one (1) hour in the same session, the instructor may schedule a break equivalent to ten (10) minutes per hour for each hour except the last hour where the ten (10) minutes shall be used for passing time. Any variation must have the approval of the instructor and the appropriate assistant dean or dean.

Section 2. The basic load of a full-time faculty member shall be one of the following:

A. Full-time faculty members who are assigned lecture courses exclusively shall have a basic load of fourteen to sixteen (14-16) contact hours per semester, with a minimum of thirty (30) contact hours for the Instructional College Year. Provided, however, that the English Composition Courses (English 50, 51, 55, 61, 85, 101, 102, 116, 205, and 206) shall be equated on the basis of four (4) contact hours for each three (3) contact hours taught. However, the basic principle of four (4) for three (3) shall be applicable only for the establishment of the basic load for the full-time faculty member. All contract supplements shall be on a contact for contact basis.

Section 2. (cont'd.)

B. Full-time faculty members who are assigned either laboratory-lecture courses, or a combination of lecture and lecture-laboratory courses, or combinations of lecture and laboratory courses shall have a basic load of fifteen to sixteen (15-16) contact hours per semester with a minimum of thirty (30) contact hours for the Instructional College Year.

C. Full-time faculty members who are assigned courses in health and vocational-technical areas (Budget Series 200- 300, excluding culinary arts) shall have a basic load of sixteen (16) contact hours per semester, with a minimum of thirty-two (32) contact hours for the Instructional College Year. Provided, however, that by mutual consent of an appropriate administrator and a faculty member a minimum of fourteen (14) contact hours, or a maximum of eighteen (18) contact hours, may be assigned as basic load in either the Fall or Winter semester to obtain a total basic load of thirty-two (32) contact hours for the Instructional College Year. In the event that this option is mutually agreed upon, compensation for overload shall be paid for more than eighteen (18) contact hours assigned in the Fall semester and for more than a combined total of thirty-two (32) contact hours (excluding any and all hours for which overload compensation has been paid or is accrued and due to be paid) assigned for the Instructional College Year. The basic load for instructors in the associate degree, practical nursing and medical records programs shall be thirty-two (32) contact hours averaged over the Instructional College Year. Any hours over thirty-two (32) for the Instructional College Year shall be considered an overload and compensated for.

D. Full-time faculty members who are assigned to any of the following programs shall have a basic load of thirty-five (35) clock hours per week:

1. Librarians
2. Counselors

E. The basic load for full-time instructors who teach in Culinary Arts is the time required to perform all duties necessary to meet their assigned schedule. The time required to perform their duties exceeds a thirty-five (35) clock-hour week. (See Article XII, Section 10C.)

F. Full-time faculty members performing the function of cooperative training coordinator/instructor shall be assigned at least forty-five (45) but no more than sixty- five (65) cooperative students per semester. This range shall be at least twenty-three (23) but not more than thirty-three (33) for an eight week Spring session.

ARTICLE V (Cont'd.)

Section 2F. (cont'd.)

1. For the purpose of establishing an underload or an overload, three and one-half (3 1/2) students shall be equated to one (1) contact hour per semester. Cooperative training coordinator/instructors having less than the minimum number of assigned students in a semester may be assigned an additional class in accordance with Section 3 of this Article in order to meet the requirements of a basic load during the academic year. For every three and one-half (3 1/2) students in excess of sixty-five (65) during the Fall and Winter Semesters, the cooperative training coordinator/instructor shall be compensated for one (1) hour of overload.

2. In the Spring/Summer session, the salary will be based on enrollment within the established range with one twenty-third (1/23) of the base salary for each co-op student above or below the range. Base salary for the Spring/Summer session shall be equal to .17 of the annual base salary. Should the faculty member deem it necessary to work any additional days beyond an eight-week session, these days shall be considered part of the Spring/Summer session load and its compensation.

3. Cooperative Training Coordinator/Instructors, whose duties require regular or recurring travel in the performance of their basic job function shall be reimbursed an additional three cents (3¢) per mile over and above the College mileage rate to offset any additional personal expenses incurred.

G. When an instructor is assigned the coordination of cooperative work experience for any of the technical programs (as listed in the catalog, excluding related trades instruction, apprenticeship) it will be equated on the basis of 3 1/2 students per contact hour. The coordination of cooperative work experience for students in the technical programs shall consist of, but not be limited to the following functions:

1. To recruit and select appropriate training stations.
2. To interview, select, and place students.
3. To conduct employer visitations for student evaluations.
4. To maintain necessary students' records and files.

H. Community Service & Continuing Education program assignments shall not be considered as part of a full-time faculty member's load.

Section 3. The basic load of a full-time instructor shall be scheduled prior to registration. The basic load shall not include combined courses taught in one assembly unless otherwise agreed to by the instructor. No class offered may be cancelled until formal registration is completed. Should the load of an instructor be less than basic load at any time, he/she shall be assigned an open day or evening class or classes to establish his/her basic load. When such assignments are made:

A. No more than two (2) classes per semester shall be assigned outside of the time span as set out in Article V, Section 9A, unless mutually agreed to.
B. Such assignments are made in consultation with the instructor.
C. Full-time faculty shall have preference over part-time instructors and persons outside of the bargaining unit for assignment of any class in their discipline for purposes of establishing a basic load. After basic loads within the discipline are satisfied remaining classes may be assigned.

Section 4. For the purpose of establishing a basic load, courses taught in combination in one assembly shall be treated as one course or section and shall be given the weight of that course or section having the greatest number of contact hours. Where multiple sections of the same course are assigned to a full-time instructor to be taught in one assembly, the combined sections shall be treated as separate sections for the purpose of establishing a basic load.

Section 5. If, in scheduling the load of a full-time instructor to meet the requirements of a basic load, the instructor is scheduled to teach contact hours in excess of the maximum necessary for a basic load in Section 2 of this Article, the contact hours taught in excess of the maximum necessary for a basic load shall be considered overload.

Section 6. A course preparation is the time needed to prepare one (1) or more sections of a single course or combined sections of two (2) courses taught in one (1) assembly. The number of course preparations assigned to an instructor as part of his/her basic load at any one time during a semester shall not, except by mutual agreement between the faculty member and the appropriate administrator, exceed three (3) preparations provided:

A. Multiple sections of the same course taught in one (1) assembly or combined sections of two (2) courses taught in one (1) assembly shall be the same as teaching one section of one (1) course and shall only be considered as one (1) preparation.

B. Preparations in Physical Education shall be set at five (5).

Section 6. (cont'd.)

C. Preparations in the Apprenticeship Program shall be set at five (5). Where these courses are taught with course offerings in other disciplines two (2) preparations in the Apprenticeship Courses will count as one preparation. Fewer than two (2) preparations are not counted.

D. Applied music courses shall be excluded from course preparations. Combinations of music theory and ear training shall be treated as a single preparation.

E. Such agreed upon additional preparations shall be compensated for at the rate of one hundred dollars ($100) per course contact hour.

Section 7.

A. When a full-time instructor desires to be assigned to teach a class or classes in addition to his/her basic load, such assignment shall be considered as a supplemental assignment. Supplemental assignments made during the Instructional College Year shall be limited to four (4) contact hours per semester or one (1) class per semester, whichever has the greater contact hours. These limits may be exceeded by mutual consent of the instructor and the appropriate administrator.

The selection of such class(es) shall be finalized with the appropriate administrator no later than two (2) weeks prior to the start of the semester or session in which the class is to be taught. Such a time limit, however, does not prohibit a selection after this time provided that the class(es) in question are not assigned to part-time faculty and that the request is approved by the appropriate administrator.

B. Supplemental assignments made during the Spring or Summer Sessions shall be limited to either:

1. One class having more than ten (10) contact hours per session, or

2. Three (3) classes or ten (10) contact hours whichever has the greater number of contact hours.

The sole exception shall be, CM101, which may be taught by either full or part-time faculty.

C. Except during the Spring and Summer session which will be based on the department rotational policy, no instructor may be confirmed in a supplemental assignment prior to registration, and then only after all basic loads have been assigned within the department.

Section 9C. (cont'd.)

3. All work schedule assignments shall be in a minimum of ten (10) week blocks unless modified by mutual agreement.

D. Between the hours of 8:00 a.m. and 5:00 p.m., and without the consent of the full-time instructor, an instructor will not be required to teach in continuous sequence:

1. A lecture class or classes for more than two (2) consecutive hours.
2. A lab-lecture or laboratory class for more than three (3) consecutive hours.
3. A lecture hour immediately preceding or following a separate laboratory session.

Instructors in Health Careers and Culinary Arts Programs, and instructors teaching outside of the College week are expressly exempt from these provisions.

Section 10. Office Hours. The instructor shall post at least five (5) office hours during the College week in which students may make appointments. In the event an instructor is unable to meet all or part of a scheduled office hour, he/she shall post suitable notification.

Section 11. Attendance at Formal Ceremonies. It is expected that all faculty will be in attendance at the College graduation ceremonies. Formal receptions or dedications may be attended by the faculty on a voluntary basis.

Section 12. Counseling/Advising. The counseling and advising of students shall be the responsibility of the Vice President for Student Services and the Director of Counseling.

A. Whenever the Vice President for Student Services and the Director of Counseling deem it necessary, they may seek the assistance of full-status instructors to assist with the advising of students. The decision as to the number of instructors necessary shall be made by the Vice President for Student Services and the Director of Counseling.

B. Such additional advising responsibility shall be considered as an extra contractual assignment to be paid to the instructor at the rate of One Hundred Dollars ($100) per semester.

C. The Board shall make every effort to maintain a student-counselor ratio of 650:1 (based on total College head count).

Section 13. Full-Time Faculty Absences. It is expected that all scheduled class and/or office commitments will be met by the faculty member. Absences from classes or office hours, except in case

Section 13. (cont'd.)

of personal illness or emergency shall be arranged at least twenty-four (24) hours in advance with the appropriate assistant dean/director. During the first and last week of each semester or session, the use of personal business days must be approved at least twenty- four (24) hours in advance by the appropriate assistant dean/director. In the case of personal illness or emergency the appropriate administrator shall be notified as far in advance as possible of the first class or office commitment to be missed.

Section 14. Class Size. Class size will be established at no more than thirty-one (31) students in any recitation section, no more than thirty (30) in any English composition section, and no more than twenty-six (26) in any Speech section. In no case shall the number of students in a laboratory section exceed the number of fixed stations contained in the room to which the laboratory section is assigned. Nothing contained herein shall prevent an instructor from accepting additional students as agreed upon between the instructor and the student(s). Minimum class size as established by Board policy shall not be altered without prior consultation with the Faculty Forum.

Section 15. Re-assigned Time

A. The value of re-assigned time in the form of a reduction of basic load to pursue problems essential to College functioning, is recognized by both parties. A proposal for re-assigned time may be initiated by the faculty or the administration. Proposals for re-assigned time will be discussed with the respective faculty representatives.

B. In determining his/her recommendations on request for re-assigned time, the appropriate assistant dean shall consider the following items:

1. Identification of the problem.
2. Organized plan to approach solution.
3. Significance and degree of innovation involved in solution.

C. Once the request for re-assigned time has been approved by the assistant dean/director, the recommendation will be subject to the action of the appropriate administrator.

D. Requests for re-assigned time may include, but are not limited to, research for new course materials, professional study and writing, in-service training and projects, re- training, or temporary administrative assignment.

Section 16. Registration. Full-time faculty members shall not be assigned any clerical duties during registration. However, this provision in no way precludes the possibility of faculty members volunteering their services. A faculty member, if he/she wishes, may offer to assist the Vice President for Student Services and his/her staff in any capacity.

ARTICLE VI

FACULTY REPRESENTATION

Section 1. This Agreement provides for faculty participation, as contrasted to union participation, through the Faculty Representatives in this Article, the Curriculum Instruction Committee in Article VII, and the Sabbatical Leave Committee in Article VIII. It is recognized that these inclusions guarantee only participation in academic decision-making while reserving the final right of decision to the Administration and the Board. A failure to allow participation on matters within the roles of the Faculty Representatives, Curriculum Instruction Committee and Sabbatical Leave Committee as defined in this Agreement may be grievable. The final decisions reached by the Administration and/or the Board on the recommendations resulting from these processes are not grievable.

Section 2. A structure of Faculty Representatives shall be established in parallel with the College's Administrative structure. Currently, faculty representatives are provided as follows:

1. Mathematics
2. Biology
3. Chemistry
4. Geology/Physics/Geography
5. Art/Music
6. Communication Arts/Drama/Foreign Language/Philosophy/Learning Assistance Center
7. English/Reading
8. Accounting/C.I.S./General Business/Co-op/O.I.S.
9. Radcliff Center: Climate Systems/Law Enforcement/Medical Records/Occupational Therapy
10. Practical Nursing/Associate Degree Nursing/Medical Lab
11. Architecture/Civil Tech/Automotive/Electronics/Robotics
12. Drafting/Manufacturing/Welding/Related Trades Instruction
13. History
14. Political Science
15. Economics/Sociology/Psychology/Child Care
16. Physical Education
17. Counselors
18. Librarians
19. Culinary Arts

ARTICLE VI (Cont'd.)

Section 2. (cont'd.)

The College shall have the right to assign and re-assign disciplines to and among the various Assistant Deans and Directors. It is explicitly recognized that as a result of such assignments and re-assignments, the representation of disciplines may have to change in order to assure that it is in parallel with the Administrative structure.

Section 3. Faculty representatives shall be elected by a majority of the full-time members of the disciplines which they represent. The term of office of the faculty representatives shall be for one (1) year, commencing on the 15th of September. When a vacancy occurs, a replacement shall be elected for the remainder of this term. Vacancies may occur as a result of a resignation or by involuntary removal through a majority vote of the full-time department members for non-performance of duties.

A. The role of faculty representatives shall be as follows:

   1. The evaluation of full-time faculty members as provided in Article IV of this Agreement.
   2. For purpose of representation under Article V, Section 15A, of this Agreement.
   3. Service on the Curriculum Instruction Committee as provided in Article VII.
   4. For purposes of consultation with the designated administrator in the determination of salary track placement as provided in Article XII, Section 3C2, of this Agreement.
   5. For purposes of representation under Article XV, Section 3C2, of this Agreement.
   6. The faculty representative shall also assist the appropriate Assistant Dean/Director in the following:

      a. Analysis of staff needs and recommendations concerning individuals to fill full-time vacancies and, when feasible, part-time vacancies.;

      b. Formulation of recommendations to the Office of Instruction in the planning and equipping of facilities that may be utilized by the disciplines;

      c. Formulation of disciplines' budget requests; and;
      d. Cooperation in the formulation of and, when necessary, alteration of class schedules for the disciplines.

Section 3A. (cont'd.)

7. Hold and participate in department meetings which will be held at least once each month.

8. For purposes of the expedited evaluation process referred to in Article XV, Section 5D.

B. Faculty Representatives shall be paid Four Hundred Dollars ($400) and an additional Thirty Dollars ($30) for each additional full-time faculty member assigned to his/her department.

C. The department collectively shall:

1. Establish Textbook Selection Policy.
2. Formulate recommendations to be made to the Curriculum Instruction Committee regarding curriculum or course changes within the department. All recommendations shall be furnished to the Assistant Dean/ Director and the appropriate administrator for comments prior to presentation to the Curriculum Instruction Committee by a faculty representative.

Section 4. In order to prevent intradisciplinary disputes the faculty of that discipline shall establish a rotational policy as a basis for course and/or counselor/librarian duty assignments, supplemental course selection, and performance of other academic duties. In the absence of such an intradisciplinary arrangement, any disagreements that may arise shall be settled at the discretion of the appropriate administrator, whose decision shall not be grievable.

ARTICLE VII

CURRICULUM INSTRUCTION COMMITTEE

Section 1. In order to facilitate communications between the faculty and the administration concerning instructional and curriculum development, a Curriculum Instruction Committee will be maintained.

Section 2. The Committee will consist of eight (8) administrators, one of whom shall be the President or his/her designee who shall serve as the Committee chair, all faculty representatives or their alternates, and two (2) students. The Committee will use Robert's Rules of Order in the conduct of its business.

Section 3. The Committee shall be advisory to the President and shall act upon all curriculum and course changes proposed by the departments and/or the designee of the Office of Instruction prior to recommendations being made to the President and the Board. The Committee will also consider other matters relative to the curriculum and instructional process. All matters referred to the Committee shall be placed on the agenda.

Section 4. When the administration wishes to offer credit courses requiring an immediate response, such classes shall be presented to the committee as "experimental" and may be offered twice without formal committee approval. Should the administration wish to continue the course, then normal committee procedures shall be followed.

Section 5. The Committee's operational procedures shall include:

A. The issuance of an agenda to all full-time faculty prior to each meeting as well as the minutes following each meeting;
B. The issuance to all full-time faculty members of an agenda for any Spring/Summer meetings. The agenda shall be made available on or before April 15.

ARTICLE VIII

LEAVES OF ABSENCE - FULL-TIME FACULTY

Professional and Personal Leaves of absence may be granted only for the purposes enumerated in this Article. Unless otherwise specifically provided, such leaves shall be unpaid leaves of absence.

Section 1. Professional Leaves and General Provisions

Full-status faculty members shall be eligible to request professional leaves. The following general provisions shall apply for all professional leaves of absence:

A. A professional leave of absence may be granted for one of the following purposes:

1. Advanced study
2. Sabbatical
3. Exchange teaching or assignment
4. Foreign country or overseas military school teaching or assignment.
5. Participation in National Defense Graduate Fellowship
6. Other professional leaves:
    a. An assignment within Schoolcraft College; or
    b. For employment outside of Schoolcraft College.

Section 1. (cont'd.)

B. Application for a professional leave of absence (except Sabbatical) shall be filed with the appropriate assistant dean and submitted to the President through proper channels not later than May 1 for a leave requested for the succeeding Fall semester and not later than November 1 for a leave requested for the succeeding Winter semester.

C. A full-time faculty member shall receive credit for time spent on a professional leave of absence for purposes of any salary increases granted while on such leave.

D. Benefits or rights accumulated by a full-time faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the faculty member upon his/her return.

E. At least sixty (60) days before the expiration date of the professional leave, the full-time faculty member must submit in writing to the President of the College either his/her intention to return or request for an extension of the professional leave. Failure to so comply shall constitute termination of employment. The only exception shall be in the case of a Sabbatical Leave where a separate contract containing an agreement to return is signed.

F. Full-time faculty members who have been on a professional leave shall not be eligible for another professional leave for a two (2) year period after their return.

G. Unless otherwise specified, all professional leaves shall be for a period of one (1) year. However, with the approval of the President, such leaves may be extended for an additional period not to exceed one (1) year.

H. A full-time faculty member returning from a professional leave of absence shall return to his/her former position or one of like status. This is subject to the provisions of the staff reduction article.

Section 2. Advanced Study - With the approval of the President, an eligible full-time faculty member may be granted a leave of absence without pay for advanced study.

Section 3. Sabbatical Leave - The purpose of a sabbatical leave is to provide for professional growth of the full-time faculty that is not possible while teaching a basic load or fulfilling a full-time appointment. The sabbatical leave should not only be of value to the individual but must have an impact on the quality of instruction at Schoolcraft College. Sabbatical leaves may be granted for advanced study, research or other cognate purposes.

Section 3. (cont'd.)

A. Sabbatical leaves may be granted for the Fall and/or Winter semester for instructors and for periods of six (6) or twelve (12) calendar months for librarians and counselors. Payment for such leaves will be at full salary for a semester for instructors and for a six (6) month period for counselors and librarians, and at the rate of one-half (1/2) pay if for two semesters or for twelve (12) calendar months.

B. Sabbatical leaves may be taken at seven (7) year intervals. To be eligible for a sabbatical leave a full-time faculty member must have been employed for seven (7) consecutive years by Schoolcraft College. Time spent on leave without pay shall not count toward consideration for sabbatical leave.

C. The request for a sabbatical leave must be filed with the Manager of Personnel Services no later than the end of the Fall term preceding the fiscal year in which the faculty member desires the leave. The Manager of Personnel Services shall submit them to the Sabbatical Leave Committee.

D. The initial request for a Sabbatical Leave shall be made using the request form available in the Personnel Office. As a minimum, this request shall include:

1. A statement of the purpose of the leave including the objectives to be achieved.
2. A statement of the actions which will be taken to accomplish each objective of the leave.
3. A timetable of key dates as to when each action will be completed and each objective achieved.
4. A method of evaluating the degree of success achieved during the leave.
5. A statement of the value of the leave to the applicant.
6. A statement of the value of the leave to the College.

E. A Sabbatical Leave Committee shall be established consisting of seven (7) persons. The Forum shall select four (4) faculty members to sit on the Committee. The Forum shall notify the President of its selections no later than January 15 of each year. The President shall appoint the remaining three (3) members by January 22, of each year.

In the event a member of the Committee requests a sabbatical leave, he/she shall resign from the Committee prior to the submission of the request. No faculty member may serve on the Committee if a request has been received from a member of the same discipline.

Section 3. (cont'd.)

F. The Committee shall review each sabbatical leave request. It may request additional or supplemental information from the applicants in order to evaluate the merits of the requests. The Committee shall then interview each applicant.

The Committee shall either recommend or not recommend (and not rank) each request to the President. If it chooses to recommend a request to the President, it shall provide a written report, signed by a majority of its members, certifying that the request satisfies all of the criteria provided in this section. If it chooses to not recommend a request, it shall provide a written report to the applicant, explaining why the request does not satisfy all of the criteria provided in this section.

The Committee shall evaluate each sabbatical leave upon its completion and shall provide a written report to the President. If the objectives of the leave have not been accomplished, the Committee shall make a recommendation regarding reimbursement to the College.

G. Sabbatical leaves shall be limited to purposes that clearly promise reciprocal advantage to the College and to the applicant. In making their recommendations, the Committee shall also consider the following points:

1. The extent to which plans submitted for use of time while on leave are definitive and educationally constructive.
2. The extent to which a leave could have an immediate impact on the quality of instruction or service at the College through the faculty member's increased competence in his/her field and/or instructional techniques.
3. The recency of advanced graduate work or professional study completed by the applicant.
4. Reasonable and equitable distribution of leaves across the College organizational structure.

H. Granting of Sabbatical Leaves - The Sabbatical Leave Selection Committee shall submit their recommendations to the President. The President shall submit the recommendations of the committee as well as his/her recommendations to the Board. All applicants shall be notified of the action of the Board of Trustees no later than one week after the regular March Board meeting.

I. It shall be understood that a faculty member on a sabbatical leave shall not engage in any remunerative work without the written approval of the President.

J. A faculty member granted a sabbatical leave shall be responsible for accomplishment of the stated objectives of the

Section 3J. (cont'd.)

leave. Upon expiration of the leave, the faculty member shall provide a written report to the Committee, along with such other documentation as the Committee may desire, so that the Committee may evaluate the success of the leave. A faculty member may be required to reimburse the College, in whole or in part, if the objectives of the leave are not accomplished.

K. The employee agrees to return to regular employment at Schoolcraft College for two (2) consecutive semesters immediately following the term of the Sabbatical Leave. Should the employee fail to return to employment with the Board in accordance with the terms of this paragraph after the completion of the Sabbatical Leave, said employee agrees to repay to the Board all money received from the Board while on Sabbatical Leave.

L. Any unused portion of Sabbatical Funds reverts to the College.

Section 4. Exchange Teaching or Assignment - Eligible full-time faculty members may be granted professional leaves of absence for exchange teaching and/or assignments. Such leaves must have the approval of the President.

Section 5. Foreign Country or Overseas Military School Teaching. Eligible full-time faculty members may be granted professional leaves of absence for foreign country or overseas military school teaching. Such leaves must have the approval of the President.

Section 6. National Defense Graduate Fellowship and National Science Foundation Program.
Eligible full-time faculty members may be granted professional leaves of absence for up to three (3) years in order to pursue a graduate program under a National Defense Graduate Fellowship or National Science Foundation Fellowship. Such leaves must have the approval of the President.

Section 7. Other Professional Leaves - Eligible full-time faculty members may be granted professional leaves in order to undertake another assignment with Schoolcraft College or to pursue employment outside of Schoolcraft College. Such leaves must have the approval of the President.

Section 8. Personal Leaves Defined. Unpaid personal leaves of absence may be taken for the following reasons:

A. Health
B. Parental
C. Illness in the immediate family
D. Military Service
E. Public Service
F. National, State or local teacher association duties.
G. Other

Section 8. (cont'd.)

All personal leaves of absence shall be subject to the approval of the President.

Leaves of absence for (E) and (F) shall be limited to full-status full-time faculty members.

Application for such leaves shall be made in writing and filed with the appropriate administrator for submission to the President.

Unless it is a physical impossibility to do so before 2/3rds of the leave time has elapsed, unless otherwise specified, the faculty member must notify the President of his/her intention to return or his/her request for an extension of such leave. Failure to do so or failure to return at the end of such leave will constitute termination of employment.

Section 9. Health Leave - An extended health leave due to physical or mental causes which do not fall within the sick leave policy may be granted to full-status faculty members upon the request of the faculty member and with the approval of the President. Such requests shall be accompanied by a written diagnosis by the attending physician.

Extended health leaves may be renewed with the approval of the President. Requests for extensions of such leave or notice of an intention to return must be accompanied by a physician's statement attesting to the faculty member's fitness to resume his/her duties.

The College may at its expense require a concurring opinion from its physician before agreeing to the faculty member's return. In the absence of concurrence, additional medical evidence may be required at the Board's expense from a mutually agreeable source. If said leave or extension is denied, the faculty member has the right to appeal to the Board.

Section 10. Parental Leave of Absence.

A. A parental leave of absence without pay for up to one year shall be granted to a full-time faculty member for the purpose of child bearing and/or rearing as follows:

   1. A faculty member who is pregnant shall be granted upon request a leave to begin at any time between the commencement of her pregnancy and one year after a child is born to her. Said faculty member shall notify the appropriate Assistant Dean/Director in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin.

Section 10A1. (cont'd.)

A faculty member who is pregnant may continue in active employment as late into pregnancy as she desires provided that she is medically able, as determined by herself and her physician. All or any portion of a leave taken by a faculty member because of a medical disability connected with or resulting from her pregnancy may, at the faculty member's option, be taken as sick leave as provided for in Article IX.

2. A male faculty member shall be granted upon request a leave to begin at any time between the birth of a child to his wife and one (1) year thereafter.

3. A faculty member adopting a pre-school age child shall be granted upon request, a leave to commence at any time during the first year of receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

4. Except in cases of medical disability, the faculty member may request only one extension of leave.

5. Whenever possible, parental leave will be scheduled to terminate at the end of a given semester.

B. A full-time faculty member who is granted a parental leave of absence, pursuant to Section A above shall have the following re-employment rights:

1. If a faculty member notifies the College of her desire to return to active employment after a leave which has been charged entirely to the sick leave provisions of Article IX, in accordance with the provisions of Section A (1) above, said faculty member shall be assigned to the same position which she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.

2. If a faculty member notifies the College of his/her desire to return to active employment within sixty (60) days after the termination of pregnancy, or the commencement of the leave, whichever is later, and the leave has not been charged entirely to sick leave in accordance with the provisions of Section A (1) above, said faculty member shall be assigned at

Section 10B2. (cont'd.)

the beginning of the next semester to the same position which he/she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.

3. A faculty member, returning at the completion of the leave which was not charged to sick leave, shall be assigned to the same position which he/she held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.

4. While on leave a faculty member shall have the option to maintain his/her life and hospital/surgical group insurance coverage by forwarding premium payments for said coverage to the Personnel Office on a monthly basis one month in advance.

Section 11. Illness in the Immediate Family - A leave may be granted to a full-time faculty member to care for ill members of his/her immediate family upon the request of the faculty member and with the approval of the President. At least sixty (60) days before the expiration date of the leave, the faculty member must submit in writing to the President either his/her intention to return as agreed, or a request for an extension of the leave.

Section 12. Military Leaves - Any full-time faculty member who may be conscripted into the Armed Forces of the United States for military service or training or who enlists therein when conscription appears imminent shall be granted a military leave of absence and shall be reinstated following completion of the leave providing it is for the minimum enlistment or conscription term. His salary upon return shall include all annual increments accrued under the salary schedule. A faculty member who enlists when conscription is not imminent may be granted a military leave upon the recommendation of the President. Request to return from leave must be made at least sixty (60) days prior to the beginning of the semester in which the faculty member requests to return.

When a faculty member must take temporary military leave (not to exceed fourteen (14) school days) during the Instructional College Year, the Board of Trustees shall compensate the faculty member involved for the difference between his pay and the military pay and shall provide a substitute for his position if necessary. The manner of payment during this period will be specified by the College Business Office.

Section 13. Public Service - Full-time faculty members may be granted leaves for public service. Written request for such leaves shall be made no later than one (1) month prior to date such leave would take effect. Public service leaves shall be for one (1) or two (2) semesters and are limited to:

A. Campaign for public office
B. Serving as a public official
C. Serving in the Peace Corps/Vista

Section 14. Teacher Organization Duty - Upon the recommendation of the President, a full-time faculty member may be granted leave for National, State, local teacher organization duty and/or employment. Sufficient notice must be given to enable the Board to make adequate provisions for replacement. No more than five (5) members of the instructional staff shall be allowed such leave at any one time.

Section 15. Other Leaves - Eligible full-time faculty members may be granted a personal leave for other personal reasons.

ARTICLE IX

SICK LEAVE, PERSONAL BUSINESS, BEREAVEMENT, JURY DUTY - FULL-TIME FACULTY

Section 1. Sick Leave - Fifteen (15) days per year, credited annually, will be granted to each full-time faculty member, with accumulation to one hundred twenty (120) days. If a faculty member has reached the maximum individual accumulation of one hundred twenty (120) days or if a portion of the faculty member's fifteen (15) days annual sick leave brings the faculty member to the one hundred twenty (120) days maximum, then the balance of the fifteen (15) days annual sick leave will be credited directly to the Master Sick Leave Bank until a maximum of 3,000 days is reached. Prior to the exhaustion of the one hundred twenty (120) days, should additional days be needed, the individual may withdraw additional days from the Master Sick Leave Bank to a combined maximum of one hundred twenty (120) days per illness. Application for such withdrawal will be made to the Personnel Office upon recommendation of the Forum. When the bank is reduced to a maximum of one thousand (1000) days, each member will be taxed three (3) days. Each faculty member shall be informed by the Personnel Office of his/her accumulated sick leave days and the status of the Bank. A faculty member requesting days from the Master Sick Leave Bank must submit evidence of need to the President of the Faculty Forum with a copy to the Manager of Personnel Services prior to approval except when physically impossible to do so.

Section 1. (cont'd.)

Any disability deriving from pregnancy, including childbirth, recovering from childbirth, miscarriage or abortion will be treated the same as any other illness or injury (temporary medical disability) for purposes of use of sick leave as provided for in this Article.

Section 2. Personal Business Days - The number of days allowed annually for reasons of personal business is limited to four (4) days. (See also Article V, Section 13.)

Section 3. Bereavement - In case of bereavement, the number of days granted will be those deemed necessary by the appropriate Dean or Vice President for Student Services. Leaves granted will not be deducted from the accumulated sick leave.

Section 4. Jury Duty - Any full-time faculty member who is called for and reports for jury duty shall be paid an amount equal to the difference between the faculty member's salary as computed on a daily basis and the daily jury duty fee paid by the court for each day he/she performs jury duty. In order to receive payment under this section the faculty member must give the Manager of Personnel Services prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he/she claims payment. The provisions of this section are not applicable to any faculty member who, without being summoned, volunteers for jury duty.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. Definitions

A. The term "grievance" shall mean a claim of an alleged violation, misinterpretation, or mis-application of this Agreement.

B. The term, "grievant" shall mean any faculty member, group of faculty members, or the Forum asserting the claim.

C. The term "day" shall mean calendar days and shall exclude Saturdays, Sundays, and Holidays defined in the College Instructional Calendar.

Section 2. The Board agrees to recognize a Grievance Committee selected by the Forum. The Grievance Committee shall represent employees for the purpose of processing grievances under the grievance procedure established in this Article. The Forum shall keep

Section 2. (cont'd.)

the Administration informed as to the members of this Committee. Nothing herein shall prohibit an individual from processing his/her own grievance provided that the issue of said grievance cannot be the same as (a) an already existent and on-going grievance involving the same person(s), or (b) a grievance on the same issue that has already been resolved.

Section 3. General Provisions

A. All discussions shall be kept confidential among the grievant, the Grievance Committee Member, if any, and the administration in the absence of the consent of the grievant.

B. All grievances shall be filed and processed on the forms developed by the Board and the Forum.

C. The time limits indicated at each level shall be considered as a maximum; however, said time limits may be extended by mutual consent in writing.

D. Except for the initial filing deadline (Section 4A of this Article) and the deadline for filing for arbitration (Section 4D of this Article), if the grievant, the administrator, the Board, or its designee fails to meet the specified time limits the grievance shall be advanced to the next step. The grievant, however, may withdraw the grievance at any step by notifying the appropriate administrator, thereby accepting the decision previously rendered.

E. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel file of the grievant.

F. The grievant shall at all levels of the procedure have the right to counsel.

G. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings and conferences are held during the College Day, all employees whose presence is required shall be excused for that purpose. The President of the Faculty Forum or his/her designee shall notify the Director of Labor Relations in advance of faculty members whose attendance at any hearing or conference requires their absence from College responsibilities.

Section 3. (cont'd.)

H. The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to grievances arising under this Agreement. Nothing contained herein shall be construed as limiting the right of any faculty member with a grievance to discuss the matter informally with the appropriate administrator or proceeding independently as described in this procedure provided that the issue of said grievance cannot be the same as (a) an already existent and on-going grievance involving the same person(s), or (b) a grievance on the same issue that has already been resolved.

Section 4. Procedure

A. In the event that the grievance cannot be resolved informally between the grievant and the appropriate administrator or his/her designee, the grievant shall, within fifteen (15) days from the discovery of the event upon which the grievance is based, but in no case later than one (1) full semester after the semester in which the event occurred (excluding Spring and Summer sessions), serve a written grievance upon the appropriate administrator and discuss the same with such administrator, either individually or together with a Grievance Committee member. Such administrator or his/her designee shall attempt to resolve the formal grievance within five (5) days of its presentation by filing a written response.

B. In the event the grievant is not satisfied with the disposition of the grievance at Step I, the grievant may, if he/she is either an instructor or a librarian, submit the grievance to the designated administrator in the Office of Instruction or his/her designee within ten (10) days from the date the grievance was filed. If the grievant is a counselor, the grievant may submit the grievance to the Vice President for Student Services or his/her designee within ten (10) days from the date the grievance was filed. In either case this grievant must inform the appropriate administrator of why he/she rejected the previous answer. Within ten (10) days from the receipt of the grievance, the appropriate administrator or his/her designee shall meet with the interested parties and render a written decision to the grievant.

C. In the event the grievant is not satisfied with the disposition of his/her grievance at Step II, he/she may, within fifteen (15) days from the date of filing at Step

Section 4C. (cont'd.)

II, submit the grievance to the President or his/her designee. The grievant must inform the President or his/her designee why he/she rejected the previous answer. Within ten (10) days from the receipt of the grievance, the President or his/her designee shall meet with the interested parties. Within ten (10) days of that meeting, the President or his/her designee shall render a written decision to the grievant.

D. If the grievant is not satisfied with the disposition of the grievance at Step III, the grievance may, within twenty-five (25) days from the filing at Step III, be submitted to arbitration by serving a written request for arbitration to the Chairman of the Board, with a copy to the President. Following the written notice of the request for arbitration the grievant or his/her designee and the Director of Labor Relations or his/her designee shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days after the date of the request for submission to arbitration the arbitrator shall be selected according to the rules of the American Arbitration Association. The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this Agreement. He/she shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board of Trustees or administration. The result of the decision shall be implemented within fifteen (15) days of receipt of the decision.

E. The Board of Trustees and the grievant will each pay one- half (1/2) the arbitrator's fees and expenses.

ARTICLE XI

CONTRACTS - FULL-TIME FACULTY

Section 1. A full-time contract for the Fall and Winter Semesters, or a twelve (12) month contract with thirty-eight (38), forty-six (46) weeks of assigned duties will be issued to all full-time faculty members as defined in this Agreement. Such contracts shall be either probationary, full-status or temporary.

A. All full-time counselors and the Career Planning and Placement Counselor will be issued twelve (12) month contracts containing thirty-eight (38) weeks of assigned duties. The full-time Student Activities Coordinator and the Admissions/Financial Aids Counselor shall be issued twelve (12) month contracts with forty-six (46) weeks of assigned duties.

ARTICLE XI (Cont'd.)

Section 1. (cont'd)

B. All full-time librarians will be issued twelve (12) month contracts containing forty-six (46) weeks of assigned duties. The only exceptions shall be that one of the two Librarians-Cataloging & Reference, and the Librarian - Radcliff Center shall be issued a thirty-six (36) week contract to cover the Instructional College Year.

C. The full-time RTI & BMET Coordinator/, Occupational Therapy Assistant Coordinator/, Nursing Education Coordinator/, Medical Laboratory Technology Coordinator/Instructors, and the Learning Assistance Center Coordinator shall be issued a twelve (12) month contract containing forty-six (46) weeks of assigned duties.

Section 2. Assigned and unassigned time for fifty-two (52) week positions shall be determined in accord with the following:

A. Time worked is assigned time.
B. Time not worked is unassigned time except:

   1. Holidays shall count as assigned days. The holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve Day, Christmas Day, New Year's Eve in both contract years. Good Friday in 1986/87 contract year only. The first College work day following Christmas Day holiday beginning in the 1987/88 contract year;

   2. Use of leave time provided in Article IX when it occurs during assigned time.

Section 3.

A. New full-time faculty members will be issued probationary contracts for each year during their probationary period.

B. In the event that a full-time faculty member is not offered the second or third-year probationary contract, he/she will be notified in writing by March 15, or November 15, or forty-five (45) days prior to the end of the contract period, whichever is appropriate. In the event that a faculty member is not offered a full-status contract, he/she will be notified by March 15, or November 15, or forty-five (45) days prior to the end of the contract period, whichever is appropriate.

C. A full-status (continuing) contract shall be issued to each full-time faculty member after successfully completing his/her probationary period. Such contract is issued only once and is updated annually by issuing a salary addendum.

Section 4. Contract supplements will be issued to full-time faculty for extensions of the Instructional College Year, or the individual contract year, and for certain specified reasons listed below:

A. Overload teaching during the Instructional College Year.

B. Classes taught in addition to and outside of the basic load.

C. Certain specified extra-curricular assignments. (Article XII, Section 4.)

D. Certain specified extra preparations. (Article V, Section 6.)

Section 5. When an individual is employed full time to fill a position known to be temporary (terminal) at the time of employment, he/she shall be issued a contract for temporary employment. When such contracts are issued, the Forum will be notified as to its purpose and duration.

A. Such employment shall occur under the following circumstances:

   1. In the event of an emergency that occurs prior to the opening of classes that results in the temporary absence of a full-time faculty member for the entire semester, or

   2. In the event of an emergency that results in a temporary absence of a full-time faculty member for one-half semester or more and said faculty member is replaced by one instructor who covers the basic load of said instructor, or

   3. To temporarily replace a full-time faculty member who is on extended personal or professional leave. In no case shall a temporary contract be issued for a period greater than one (1) year, nor may it be renewed more than once unless mutually agreed to by the Board representatives and the Forum.

B. The temporary contract issued for one semester or longer, or one-half year or longer, shall be equivalent to a probationary contract in the event that a full-time faculty member is later issued a probationary contract. In such cases, service under a temporary contract shall be credited in either whole semesters or half-years, whichever is appropriate. Fractions shall be rounded down to the nearest whole semester or half-year. Provided, however, that the temporary service must have been accumulated within five (5) years of the issuance of the probationary contract.

Section 5. (cont'd.)

C. All provisions of the Master Agreement will be in full force and effect except that failure to extend or offer a contract beyond the date originally agreed upon shall not be subject to the grievance procedure.

ARTICLE XII

COMPENSATION - FULL-TIME FACULTY

Section 1. The basic salaries of full-time faculty members covered by this Agreement are set forth in Appendix A and A-1.

Section 2. General Provisions

A. The salary schedule has four tracks; namely, Bachelor's Degree or equivalent; Master's Degree or equivalent; Master's Degree plus 30 semester hours or more; and Doctorate. The degree must be earned from an institution accredited by a nationally recognized regional accreditation association.

B. Faculty members earning graduate college credits, or gaining professional equivalency as spelled out in Appendix E, in addition to those used for initial placement may file these credits with the appropriate administrator for new track assignment. Applications for such new assignment must be made within thirty (30) days of the opening of each semester and must be substantiated by an official transcript or other appropriate documentation relative to professional equivalency. Compensation shall be adjusted accordingly beginning with the semester in which application is made.

Section 3. Initial placement on a step in an assigned track shall be accomplished in the following manner:

A. For Degree Holders - credit up to Step 10 on the salary schedule will be allowed for experience upon the basis of the factors set forth below:

1. Full-time college teaching, counseling, or librarian experience will be equated one year for one year. If experience is part time it shall be equated to yearly experience (i.e., 30 credit hours of part- time instruction shall equal one year of experience). Such part-time experience will not be counted until it is the equivalent of one or more full years and no more than two years maximum will be allowed.

Section 3 (cont'd)

2. Full-time industrial, and/or public school (K-12) teaching, counseling, or librarian experience and related non-teaching experience will be equated two for three.

3. Teaching fellows or teaching assistant experience will be equated two for three.

B. Degree Equivalency - the following criteria shall be used for granting of equivalency:

1. To be given credit for a baccalaureate degree the faculty member must have been employed in an occupation directly related to his/her assignment for aminimum period of six (6) years and be licensed in his/her respective trade field, or possess a journeyman status and have two (2) years of experience directly related to his/her assignment, or possess an Associate's Degree directly related to his/her assignment and four (4) years of experience directly related to his/her assignment.

2. To be given credit for a master's degree the instructor must hold a baccalaureate degree and must have been employed in an occupation directly related to his/her assignment for an additional four (4) years.

3. Where the work experience of the instructor exceeds the minimum requirements listed above, the excess may be used for step placement purposes, but experience once allocated for equivalency purposes cannot be used again for step placement.

4. A Juris Doctorate degree shall be equated to a Master's Degree.

C. For either case A or B above (degree holders and degree equivalency):

1. Any fractions appearing in the total figure will be rounded to the nearest whole number.

2. The determination of such credit is the responsibility of the designated administrator following consultation with the faculty representative and the applicant. A record of experience so allocated must be properly noted and made part of the faculty member's personnel record. A copy will be furnished to the faculty member and the Forum within two (2) weeks of the applicant's first day of employment.

Section 4. Extra-Curricular Activities Compensation

A. When the Vice President for Student Services or his/her designee determines that a qualified individual is required to assist in an institutionally funded student activity program, that person shall receive a contract supplement. In addition, individuals may assist student clubs or organizations on a voluntary basis.

B. When a full-time faculty member acts as a timer or a scorer in an inter-collegiate athletic contest, he/ she shall be paid ten dollars ($10.00) per activity.

C. Head of intramurals shall be equated as four (4) contact hours of basic load. This load may be shared by more than one faculty member.

Section 5. Salary Payments - General Provisions - Full-time faculty members shall be paid every other Friday except when a scheduled payday falls on a holiday or at the beginning of a vacation period. In these cases the paycheck shall be made available not later than the last instructional day preceding the holiday or the beginning of the vacation period. (See Payroll Schedule, Appendix B.)

Section 6. Full-Time Compensation - Twelve Month Contracts. Compensation to full-time faculty members issued twelve (12) month contracts will be paid in twenty-six (26) equal installments.

Section 7. Full-Time Compensation - Fall and Winter Semester Contracts - Full-time faculty members employed for the Fall and Winter Semesters will be paid in eighteen (18) equal installments. A faculty member may request payment in twenty-six (26) equal installments. Such requests must be in the Personnel Office no later than two weeks before the first scheduled pay date of the Fall semester. Once an option is approved it shall be continued for an annual period.

Section 8. Compensation - Contract Supplements. Compensation to full-time faculty members issued a contract supplement will be paid in accordance with one of the following:

A. Overloads and Contract Supplements during the instructional year will be paid in equal installments beginning with the third regularly scheduled payroll in the appropriate semester.

B. Extensions of the instructional year will be paid in equal installments beginning with the second pay date during the extension period.

Section 8. (cont'd.)

C. All compensation for extra-curricular-activities shall be paid on the first regularly scheduled payroll after the conclusion of the activity, except that if the activity is year long in nature, payment will be made with the last pay period of each semester.

Section 9. Overtime compensation shall be recorded and approved in a manner prescribed by the Personnel Office and will be paid at the first regularly scheduled payroll occurring after the period in which such compensation was earned. Supplemental assignments issued to counselors shall be paid according to this section.

Section 10. Overloads, overtime, and supplemental instruction shall be compensated for in the following manner:

A. Overloads and supplemental instruction shall be paid as follows:

	Rate Per Course Contact Hour
Beginning Fall Semester 1986:	$338
Beginning Fall Semester 1987:	$359

B. Work in excess of the basic load for librarians, counselors, and culinary arts personnel shall be paid at 1/15th of the supplemental contract rate per hour for the 1986/87 year and 1/16th of the supplemental contract rate per hour for the 1987/88 year.

C. Culinary Arts personnel shall have an overload of Three Hundred Sixty (360) hours for the Instructional College Year which shall be an integral part of their basic load assignment. Such work shall be compensated for in the manner set forth in subsection B above.

ARTICLE XIII

FRINGE BENEFITS - FULL-TIME FACULTY

Section 1. Insurance Coverages

A. The College will provide the following without cost (with the exception of #5) as indicated:

1. For the full-time faculty member, a long-term disability benefit commencing on the 121st calendar day of disability at 70% of base salary with a maximum payment of $2,000 monthly.

Section 1A. (cont'd.)

2. For the full-time faculty member and eligible dependents, the current vision care program.

3. For the full-time faculty member and eligible dependents, the current dental program. Effective September 1, 1986 the current dental plan shall be amended so that failure to utilize the plan in any given calendar year will no longer result in a reduction of benefits.

4. For the full-time faculty member, a travel-accident life insurance benefit in the amount of $50,000 for travel on College business.

5. For the full-time faculty member and eligible dependents, optional life insurance shall be available at a group rate, at the employee's expense.

B. The College shall provide, without cost, one of the following three (3) options to each full-time faculty member and eligible dependent(s).

1. The current group health insurance for self and eligible dependents. This includes the $25 individual, $50 full-family deductible, hospice coverage, home health care coverage, the mandatory second opinion for elective surgery and the pre-admission and concurrent review service (PACRS).

   Plus: Life insurance and accidental death and dismemberment coverage (AD&D) equal to the full-time faculty member's base salary rounded to the next highest thousand but not less than $30,000.

2. Membership for self and eligible dependents in an approved Health Maintenance Organization (HMO) as described below.

   The College shall pay the monthly premium up to, but not to exceed, the monthly premium being paid for the medical insurance. If the cost of the HMO exceeds that of the insurance, the faculty member shall authorize the College to withhold this additional amount from his/her paychecks.

   Plus: Life insurance and accidental death and dismemberment coverage (AD&D) equal to the full-time faculty member's base salary rounded to the next highest thousand but not less than $30,000.

Section 1B. (cont'd.)

3. A husband and wife who are both employed by the College, and both eligible for choosing either medical insurance or an HMO, shall make the same selection, that is either the insurance or the same HMO, but not both.

4. For those not choosing group health insurance or an HMO:

Employee term life insurance:	$65,000
Employee AD&D :	$65,000

Term life insurance for dependents:

Covered spouse:	$ 5,000
Covered children:	
14 days to 6 months:	$ 250
6 months and over:	$ 2,500

C. An open enrollment period shall be available each year (normally December). During this open enrollment period, faculty members shall be able to change the option previously selected under Section 1B of this Article.

D. Term life insurance coverage will be continued by the College for any faculty member receiving a long-term disability benefit. This does not include optional life insurance.

E. If the Board decides to change carrier(s) or seek quotes for faculty insurance, the Forum shall be notified at the time quotes are requested. Any change in the current level of benefits shall be mutually agreed upon. Current levels of benefits are defined in a Letter of Understanding attached to this Agreement.

Section 2. Faculty Grant Fund - The Board shall continue to provide an educational grant fund for the payment of 100% of the tuition of full-time faculty members, their spouses and dependents who attend classes at Schoolcraft College. "Dependent" shall be defined as a person who constitutes a lawful exemption for Federal tax purposes. The College may require proof of dependency.

Section 3. Severance Pay - After ten (10) years of service, any full-time faculty member upon severance, excluding just cause discharge, shall receive a benefit in the amount of One Thousand Dollars ($1,000). Additional severance credit may be earned at the rate of Ten Dollars ($10) for each additional calendar month of his/ her employment after the tenth (10th) year. In no case would the maximum payment exceed Two Thousand Dollars ($2,000). Payment in the case of a deceased employee will be made to the beneficiary or the estate of the deceased.

Section 4. Faculty Professional Development.

A. 1. The Board will budget the sum of One Hundred Dollars ($100) per full-time faculty member per fiscal year for purposes of faculty professional development, to include travel to professional meetings, seminars, workshops, membership and publication subscriptions, or other activities mutually agreed to, excluding union activities.

2. Faculty wishing to use these funds must make formal application to the Faculty Forum. The Forum will consider applications for approval or rejection. Approved applications shall be submitted to the appropriate Assistant Dean or Director for review and submission to the Dean of Instruction using the College's normal requisition procedure and supported by normally required documentation. The requisition must bear the signature of an officially designated representative of the Forum authorized by the Forum to sign requisitions on the Faculty Professional Development Fund.

Section 5. Tax Deferred Annuity. The Board shall make available to all full-time faculty, a salary reduction plan with V.A.L.I.C., TIAA-CREF, SFG, Kemper, or any other carrier approved by the Manager of Personnel Services. Contributions, when made, shall be transmitted monthly to the appropriate carrier in accordance with the Internal Revenue Code of 1954 as amended, and the regulations thereunder.

Section 6. Payroll Deduction - The Board shall make available payroll deduction for the Wayne Out-County Teachers' Credit Union and other mutually agreed to deductions to all eligible full-time faculty.

Section 7. Mileage Reimbursement - Whenever it is necessary for a full-time faculty member to travel on official College business; or whenever a full-time faculty member's basic load assignment requires that he/she travel between the Campus and off-campus centers to fulfill the basic load requirements, he/she shall be reimbursed at the current authorized rate.

ARTICLE XIV

MISCELLANEOUS PROVISIONS - FULL-TIME FACULTY

Section 1. Each full-time faculty member shall, prior to employment, furnish the Board with a certificate of health on a form provided by the College.

Section 2. Full-time faculty members shall retire at the end of the College Year during which the faculty member attains the age of seventy (70). No faculty member will be offered a regular contract after reaching the age of seventy (70) except upon the recommendation of the President and the approval of the Board. Any extension granted shall be reviewed annually by the Board.

Section 3. In the absence of a State directive or legislation, the Board shall continue to provide free parking space for all faculty members.

Section 4. General faculty meetings called by the administration for full-time faculty members shall be limited to an average of one (1) meeting per month during the Instructional College Year. An orientation meeting of new faculty and a general faculty meeting may be scheduled prior to the beginning of the Fall semester in addition to the meetings noted above.

Section 5. Up to sixteen (16) individual work days may be used annually at the discretion of the Forum, provided that prior notification is given to the appropriate administrator and the utilization of such time shall not impair the instructional program.

The Forum, at its discretion, may purchase, at the supplemental rate, up to three (3) contact hours of released time, per semester, for use by the Forum president. Such a choice must be made prior to the beginning of classes in the semester(s) of choice. The College will be reimbursed for hours so purchased on or around April 15.

Section 6. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. This Agreement shall likewise supersede any contrary or inconsistent terms contained in any individual full-time faculty member's contracts heretofore in effect. All individual faculty member contracts shall be made expressly subject to the terms of this Agreement. Unless specifically stated, no provisions of this contract may be waived or altered by the employer or the employee.

Section 7. Unless specifically provided to the contrary, the provisions of this Agreement shall be inapplicable to full-time faculty members performing work under contract supplements. The sole exception shall be as follows:

A. The provisions of Article IX shall apply when said individuals perform work under contract supplements issued for the Spring and/or Summer sessions. Payments under Article IX for absences occurring during such sessions shall be limited to the daily contract supplement rate.

Section 7. (cont'd.)

B. The provisions of Article IX, Section 1, shall apply to full-time faculty members while performing work under contract supplements during the Instructional College Year. A full-time faculty member using such leave under this provision shall not receive his/her daily contract supplement rate in those cases where a substitute is compensated for teaching his/her class.

Section 8. Official copies of this Agreement shall be printed by the Board within sixty (60) days after the Agreement is ratified. A copy shall be presented to each full-time faculty member now employed, or hereafter employed by the Board. The Board will also supply to the Forum free of charge fifty (50) copies of the Agreement, plus more as needed at reasonable cost.

Section 9. The break between the Fall and Winter Semesters as designated in the College Calendar shall apply to all members of the faculty.

However, counselors and librarians will provide adequate services to guarantee that these operations may continue on a reduced basis during this period to the satisfaction of the appropriate administrator. Individual work schedules will be developed in consultation with the appropriate members of the faculty.

Section 10. Service Fee

A. To insure a fair and equitable sharing of the Faculty Forum's cost of serving as the statutory bargaining agent for all faculty members, including the cost involved in the negotiation and administration of the collective bargaining agreement and the processing of grievances under such agreement, all members of the bargaining unit shall pay a service fee to the Faculty Forum. This fee will be deducted by the Board from faculty salaries, pursuant to written authorization and transmitted to the Faculty Forum as hereinafter provided. For faculty members who choose to join the Faculty Forum, the fee will be the dues of the Faculty Forum and its affiliate organizations, and for non-members, it is agreed that the fair amount of this fee shall be equivalent to the dues of the Faculty Forum and its affiliate parent organizations. No member of the unit shall be required to become a member of the Faculty Forum and its affiliate parent organizations. Any member of the bargaining unit will, however, have the privilege of membership. In the event

Section 10A. (cont'd.)

that a faculty member shall refuse to either join the Faculty Forum or authorize the payment of the aforementioned service fee in accordance with the provision in paragraph B, the Board agrees to terminate the employment of such faculty member, such termination to be subject to the same review as are terminations of employment for other reasons, as specified in Article IV, Section 4D or Section 6, whichever is applicable, of this Agreement. The parties expressly recognize that the failure of any faculty member to comply with the provisions of this Article is good and adequate cause for discharge from employment.

B. Within ten (10) days after the first day of the first semester, or within ten (10) days of the first date of a faculty member's employment, whichever date is earlier, the faculty member may sign and deliver to the Personnel Office, a written assignment authorizing deduction of either the dues of the Faculty Forum and its affiliate organizations, or the above-mentioned service fee. Such authorization shall continue in effect throughout the life of this Agreement or until the employment of the faculty member has been terminated.

C. The deduction of the service fee shall be in uniform amounts and shall be made bi-weekly from regular payroll periods, beginning with the second (2nd) payroll in October and ending not later than the last payroll in April.

D. The Board agrees to promptly remit all monies so deducted according to written directions of the Forum and to accompany such monies with a list of faculty members and amounts from whom deductions have been made.

E. The Forum shall no later than November 1 and February 1, submit to the Manager of Personnel Services, the names of all faculty failing to conform to this Article.

F. The Forum will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability, including attorneys' fees incurred in connection therewith, by reason of action taken, or not taken by the Board for the purpose of complying with Section 10 of Article XIV subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

Section 10F. (cont'd.)

2. The Forum, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

3. The Forum has the right to choose the legal counsel to defend any said suit or action.

4. The Forum shall have the right to compromise or settle any claim made against the Board under this section.

Section 11. Full-time faculty members shall be given an opportunity to evaluate administrators each year. An administrator shall make available to full-time faculty members in his/her division an administrative evaluation form by April 1 of every year. The forms shall be returned by April 15 by the faculty members to the administrator for the administrator's personal evaluation of his/her administrative effectiveness. The form shall be developed jointly by representatives of the administration and the Board of Trustees.

Section 12. Forms necessary to fulfill contractual obligations (track placement, grievance, etc.) shall be mutually developed between the Board of Trustees and/or designee and the Forum President and/or his/her designee.

Section 13. The Board shall have the right to deduct any salary overpayments to a faculty member from compensation due to that faculty member. Should said condition occur, the employee shall be notified, in writing, of the amount in question. The repayment schedule shall be developed by mutual agreement. In no case shall re-payment be sought if the overpayment occurred more than two (2) years prior to the date of ratification.

ARTICLE XV

PART-TIME FACULTY

Section 1. Part-Time Faculty Rights & Responsibilities

A. Each part-time instructor and each part-time clinical nursing instructor shall be entitled to freedom of discussion within the classroom or within the clinical facility on all relevant matters within the framework of assigned duties and within his/her area of competence.

B. Each part-time faculty member shall have the right upon reasonable request and notice to review, with an appropriate administrator, the contents of his/her personnel file, excluding letters of recommendation and employment credentials. The part-time faculty member may be accompanied by a Forum representative if he/she so desires. When material is placed in an individual's personnel file, the individual shall be furnished a copy of said material and shall have ten (10) days to write a rebuttal which shall be attached to the original material in the file.

C. The presence of cameras, tape recorders or similar recording devices during the meeting of a class shall be subject to the permission of the part-time faculty member except as modified by current public laws covering handicapped students.

D. Each part-time faculty member is entitled to the enjoyment of his/her constitutionally guaranteed rights. When he/she acts as a private citizen, he/ she shall be free from Institutional discipline. The part-time faculty member, mindful of his/her responsibility to protect his/her own and the Institution's integrity, shall exercise reasonable care to show that he/she is acting as a private citizen and does not speak for nor represent the College.

E. The Board, while fulfilling its responsibilities to handicapped students, will notify part-time faculty when an enrollee has been identified as a handicapped student and will indicate the special assistance and/or special equipment being provided.

Section 2. Part-Time Faculty Status

A. Those part-time faculty members who have earned one hundred (100) or more preference points shall be referred to as Adjunct Faculty.

ARTICLE XV (Cont'd.)

Section 2. (cont'd.)

B. Academic rank for adjunct part-time faculty shall be accorded as follows:

Adjunct Assistant Professor - Upon accumulation of 100 preference points and a minimum of three (3) years of service with Schoolcraft College.

Adjunct Associate Professor - Upon accumulation of 175 preference points and a minimum of eight (8) years of service with Schoolcraft College.

Adjunct Professor - Upon accumulation of 250 preference points and a minimum of fourteen (14) years of service with Schoolcraft College.

C. First consideration shall be given to part-time faculty applicants for filling any available full-time faculty vacancies if their qualifications are superior or equal to other qualified applicants.

D. Upon becoming a full-time faculty member, he/she shall be given credit for one year of probation based upon successful completion of thirty (30) contact hours taught as a part-time faculty member at Schoolcraft College within the five (5) years immediately preceding the issuance of the full-time contract.

Section 3. Part-Time Faculty Employment

A. Part-time faculty members shall be employed by the College only when the need for such service exists. When such a need exists the course or function will be assigned by the appropriate administrator as provided herein. Qualifications for persons so employed shall meet existing standards for teaching the course(s) or performing the function for which the need exists.

B. Part-time instructors and part-time clinical nursing instructors may be tentatively assigned prior to the beginning of the semester/session, but hired only after all full-time faculty have acquired their basic load assignments, and only after a laid-off full-time faculty member has been given preference for courses for which he/she is qualified to teach, and only after full-time faculty have received their supplemental assignments.

Section 3. (cont'd.)

C. Preference for employment shall be given to the part-time instructor and the part-time clinical nursing instructor based upon the following conditions:

1. Each appropriate administrator in consultation with the Manager of Personnel Services will maintain a posted part-time preference list of qualified personnel in his/her respective discipline. The list will be updated each semester and session to reflect the assignment currently being filled.

2. Placement on the preference list shall be determined by the following formula:

   Five (5) points awarded for each year of service (minimum of one (1) course taught in any given calendar year.) In the event that the part-time faculty member teaches in more than one discipline during a semester/session, these five (5) points will be applied to each preference list. One (1) point awarded for each contact hour taught. (Example: Ten (10) years of service equals fifty (50) points, fifty (50) contact hours taught equals fifty (50) points. Total equals one hundred (100) points.) In the event a part-time faculty member teaches in more than one discipline, points awarded in one discipline shall not be used for placement on the preference list in any other discipline.

   Unless there is agreement between the appropriate administrator and the faculty representative that a retired full-time faculty member is not qualified to teach, he/she shall be awarded fifty (50) points for each year of full-time service at Schoolcraft College.

3. In both tentatively assigning and hiring, the appropriate administrator shall contact the individuals on the preference list in order proceeding from the highest to the lowest point totals.

   If two persons are both qualified under the other provisions of this Article and tied in preference points, and both wish to teach the same course, the tie shall be broken by selecting the person with the earliest date of hire; and if dates of hire are equal, by the appropriate administrator flipping a coin in the presence of a witness.

4. The appropriate administrator shall make known to the individual the courses available for which he/she is qualified to teach.

Section 3C. (cont'd.)

5. The individual so contacted shall have the right to select from the available courses the one(s) which he/she prefers to teach.

6. Should additional courses be available, or should the individual so contacted be unable to accept a teaching assignment, the appropriate administrator shall proceed to the next name on the list and repeat the process until all available open classes have been assigned.

7. If openings still exist after the exhaustion of the preference list, or if openings exist which cannot be filled by those on the list due to inability to accept available assignments or lack of appropriate qualifications for the specific opening, then the appropriate administrator may complete the assignment of open classes with a qualified person(s) not on the preference list.

8. Failure to accept teaching assignments within a two (2) calendar year period shall result in the individual's name being removed from the preference list.

Section 4. Evaluation - Part-Time Faculty

A. Each part-time faculty member shall be evaluated during the initial semester or session in which he/she teaches or is employed. After the initial evaluation, he/she will be evaluated every third semester or session in which he/she teaches. Provided, however, that a part- time faculty member may be evaluated more frequently than stated above if an unsatisfactory evaluation is obtained, but that a satisfactory evaluation shall always be followed by two semesters or sessions in which no evaluation is conducted.

B. Student evaluations for part-time faculty shall be used in this evaluation process. Evaluations will be conducted by the appropriate administrator in the classroom, laboratory or other location where the part-time faculty member performs his/her duties. If the evaluation is less than satisfactory, the administrator shall request the assistance of a full-time instructor, selected by the part-time faculty member, from the same discipline who is qualified to teach that course, to assist in the re- evaluation of the part-time faculty member during that semester or session.

C. A part-time faculty member may request an additional administrative evaluation (in excess of "A" above) at any time to be held in the same manner and under the same conditions as described in "B" above.

Section 5. Discipline and Expedited Evaluation

A. An officially designated representative of the Forum shall at all times be present when a meeting is held for the purpose of reprimanding or disciplining a part-time faculty member, unless said faculty member presents a written waiver to an officially designated representative of the Forum and the appropriate administrator prior to the meeting.

B. Any written notice of reprimand placed in a part- time faculty member's file shall be removed upon his/her voluntary termination of employment if the written notice is more than two years old.

C. Copies of any letters of reprimand or discipline shall be provided to the President of the Forum.

D. Should unusual conditions within the classroom involving academic performance of an experienced instructor teaching the course for the first time, come to the attention of the appropriate administrator, said administrator shall initiate a conference involving the instructor, the administrator and a union representative. Prior to any further administrative action being taken, an expedited evaluation shall occur, conducted by the administrator and the faculty representative. If, in their opinion, further action is warranted, the instructor may be suspended without pay for the remainder of the semester or session, have no preference points awarded for that class, and be disqualified from teaching that course again.

Section 6. Part-Time Faculty Assignments

A. Length of Class Session - Continuing with the Fall Semester, 1986, a class scheduled for one hour shall include fifty-five (55) minutes of instruction and five (5) minutes of passing time. In classes scheduled for more than one (1) hour in the same session, the instructor may schedule a break equivalent to five (5) minutes per hour for each hour except the last hour where five (5) minutes shall be used for passing time. Any variation must have the approval of the part-time instructor and the appropriate administrator

Beginning with the Spring/Summer Session, 1987, a class scheduled for one hour shall include fifty (50) minutes of instruction and ten (10) minutes of passing time. In classes scheduled for more than one (1) hour in the same session, the part-time instructor may schedule a break equivalent to ten (10) minutes per hour for each hour except the last hour where the ten (10) minutes shall be used for passing time. Any variation must have the approval of the part-time instructor and the appropriate administrator.

Section 6. (cont'd.)

B. Class Size - Class size will be the same as provided in Article V, Section 14 of this Agreement.

C. Office Hours. - Part-time faculty members shall be available for student consultations.

Section 7. Grievance Procedure. The grievance procedure as proprovided for in Article X of this Agreement shall apply to part-time faculty members while they are employed at Schoolcraft College.

Section 8. Notice of Employment. A notice of employment shall be issued to all part-time faculty members within a reasonable period of time after the opening of the semester or session. Such notice shall contain the part-time faculty member's name, the assignment, the length of employment, the compensation, and any other pertinent information.

Section 9. Compensation. Part-time faculty members working during the Instructional Year will be paid in equal installments beginning with the third regularly scheduled payroll in the appropriate semester. Part-time faculty members working during the Spring or Summer session will be paid in equal installments beginning with the second (2nd) pay date in the session.

A. Beginning with the Fall Semester 1986, the compensation shall be according to the following table:

Preference Points	Rate Per Course Contact Hour
0 - 11	$299
12 - 25	$308
26 - 35	$321
36 and Over	$338

B. Beginning with the Fall Semester 1987, the compensation shall be according to the following table:

Preference Points	Rate Per Course Contact Hour
0 - 11	$299
12 - 25	$308
26 - 35	$321
36 - 50	$338
51 and Over	$359

C. Should a part-time faculty member be requested by an administrator and agree to perform academic duties not specified in Appendix K-1 or K-2, the work shall be compensated at the rate of one-half (1/2) the clock hour supplemental rate.

Section 10. Fringe Benefits

A. The Board shall provide an Educational Grant Fund for the payment of 100% of the tuition of part-time faculty members, their spouses and dependents who attend classes at Schoolcraft College proportionate to their contact hour assignment for that particular semester or session (i.e., part-time faculty members assigned five (5) contact hours, a total not to exceed five (5) hours of Educational Grant Fund may be used). The Educational Grant Fund shall be limited to a maximum of eight (8) hours earned per eligible part-time faculty member for any given semester/session. Such fund shall be available only to part-time faculty who have earned fifteen (15) preference points or more.

A part-time faculty member who qualifies for the educational grant fund may use said fund in the four (4) succeeding semesters or sessions.

B. The Board shall make available to all eligible part-time faculty members, payroll deduction for the Wayne Out- County Teachers Credit Union and such other mutually agreed to deductions.

C. Adjunct faculty shall be permitted one (1) sick leave day per semester of employment. Such leave is non-cumulative.

Section 11. - Miscellaneous.

A. At no time will a part-time instructor cancel a class session. At no time will a part-time clinical nursing instructor cancel a clinical session. The responsibility for the cancellation of class sessions or clinical sessions rests only with the appropriate assistant dean.

Part-time instructors must contact the appropriate assistant dean when an emergency or illness may necessitate the cancellation of a class session. Part-time clinical nursing instructors must contact the appropriate assistant dean when an emergency or illness necessitates the cancellation of a clinical session. When a class or clinical session is cancelled without prior contact with the appropriate assistant dean, pay for the cancelled session will be deducted.

Except for adjunct faculty absence due to the use of a sick-leave day, whenever possible, arrangements will be made with the appropriate assistant dean to make up any time and/or course work lost. In the event such arrangements are not possible a part-time faculty member who is absent shall have his/her compensation reduced by an amount equal to the total hours absent times his/her rate of compensation.

Section 11. (cont'd.)

B. The Board shall provide all appropriate provisions of this Agreement to all part-time faculty within ten (10) days of initial employment.

C. Within four (4) weeks after the opening of the Fall and Winter semesters, and within two (2) weeks after the opening of the Spring and Summer sessions, the Manager of Personnel Services will provide the Faculty Forum with a list of all part-time faculty members who are currently employed by Schoolcraft College. This list will include the number of course contact hours assigned.

D. In the absence of a State directive or legislation to the contrary, the Board shall continue to provide free parking space for all part-time faculty members.

E. The provisions of Article XV shall apply only to part- time faculty members as defined in Article I.

F. Service Fee. The provisions of Article XIV, Section 10 shall apply to all part-time faculty except that:

1. The termination and review of termination of employment called for in Article XIV, Section 10A does not apply. Instead, the Board agrees not to re-employ said part-time faculty member if the service fee is not paid in full (or having executed a payroll deduction form) by the end of the sixth (6th) week fall and winter semesters or the third (3rd) week spring and summer session. Failure to meet the deadlines provided herein shall also result in the loss of all preference points earned during that semester or session.

   Re-employment can be obtained by payment of all prior and current service fees.

2. The deductions of the service fees shall be in uniform amounts and shall be made bi-weekly from the semester or sessions regular payroll periods beginning with the third regular payroll of the semester or session.

3. In addition to Article XIV, Section 10E, the Forum shall submit to the Manager of Personnel Services, no later than ten (10) working days prior to the end of the Spring and Summer sessions, the names of all part-time faculty failing to conform to this Article.

Section 11F. (cont'd.)

4. Before any part-time faculty member is refused re-employment as provided in this Article and Section, the Forum must notify such faculty member by certified letter, with a copy to the Personnel Office, that it is about to invoke this Article and Section and notify the faculty member of an effective date of the action and allow the faculty member the opportunity to comply with the provisions of this Article and Section before this deadline date.

G. Part-time faculty shall be permitted to take part in departmental activities.

Section 12. When a part-time faculty member indicates a need for a storage facility, the Board shall provide, without charge, if available, a locker or other facility in the building to which that part-time faculty member is assigned.

Section 13. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. This Agreement shall likewise supersede any contrary or inconsistent terms contained in any individual part-time faculty member's contracts heretofore in effect. All individual part-time faculty member's notice of employment shall be made expressly subject to the terms of this Agreement. Unless specifically stated, no provisions of this notice of employment may be waived or altered by the employer or the employee.

Section 14. It is expected that all instructors holding a teaching assignment because of expertise represented by a professional/occupational license issued by a governmental licensing agency shall maintain said license in good standing and may be subject to dismissal from that assignment in the event that the license is suspended or revoked.

ARTICLE XVI - PROPRIETARY RIGHTS

STATEMENT OF PURPOSE:

The spirit of this policy shall be to encourage innovative, tangible productivity. Implicit, also, shall be the notion that the College "profits" from the academic prestige of its faculty and staff, and that such prestige is most generally derived from publications, patents, grants and similar public evidence of expertise. The College's primary thrust is that of teaching. The encouragement of activities specifically designed to improve the effectiveness and efficiency of teaching is in the best interest of the College and consistent with its mission.

AREAS OF PROPRIETARY INTEREST:

1. Any copyrightable material, process, or product except books and articles.

2. Any patentable material, process, or product.

A. CIRCUMSTANCES UNDER WHICH THE COLLEGE WOULD NOT CLAIM PROPRIETARY INTEREST:

1. If a faculty member has produced anything in the Area of Proprietary Interest on his/her own time, not involving College money, equipment, materials, personnel, or time (for which said person was paid to perform contracted duties), the College shall have no right to such material, processes, products, or techniques as specified in the Area of Proprietary Interest. This section shall include materials developed on Sabbatical Leave.

2. The College would take no proprietary interest in an approved project as long as the total compensation to the faculty member was less than or equal to a three (3) credit course reduction for one (1) semester or equivalent payment; or if the faculty member received no compensation and direct or indirect cost to the College was no more than four hundred dollars ($400).

   Under this circumstance, the College would retain the right to internally use that which was developed, without payment to the faculty member and/or copyright/patent holder. The faculty member would be free, at his/her expense, to seek a copyright or patent and/or to market that which was developed.

B. CIRCUMSTANCES UNDER WHICH THE COLLEGE MAY CLAIM PROPRIETARY INTEREST:

1. A faculty member may be contracted specifically to produce materials, processes or products which could be in the areas of Proprietary Interest. The College will retain all proprietary rights.

2. If a faculty member was employed temporarily or full-time, with primary duties specified as other than the "project" but received additional compensation in excess of a three (3) credit course reduction or equivalent payment; or received support (copying, video-taping, graphics, typing, etc.) valued at more than four hundred dollars ($400), then the College, at its sole discretion would claim proprietary interest to the extent of recovery of all substantiated costs to the College associated with the project in question. Costs shall be recovered by applying fifty percent (50%) of profits until reimbursement is completed.

B-2 (Cont'd.)

Under this circumstance, the College would retain the right to internally use that which was developed, without payment to the faculty member and/or copyright/patent holder. The faculty member would be free, at his/her expense, to seek a copyright or patent and/or to market that which was developed.

C. GENERAL PROVISIONS

1. The person(s) producing the product shall be acknowledged as the author(s) and all appropriate credits shall be given to all primary and support personnel. The author(s) shall identify themselves as faculty members of Schoolcraft College.

2. If a project is supported in whole or in part by a grant from an external agency, the conditions of the grant will prevail. If no conditions are specified, the appropriate sections of this policy will apply.

3. In all cases, it shall be the obligation of the author(s) when entering into any other agreements, to make known the provisions of this policy and preserve the rights and provisions of this policy in any other agreements.

4. The internal use of developed material shall be without charge to the College and shall be housed and used as other materials. The College may distribute such materials to other institutions for the purpose of demonstration and review. External distribution by the College for any other reason shall be only with the written consent of the author(s) and the College. The author(s) may use such materials for professional activities such as workshops, etc. In cases where the College has gained proprietary rights, these should be preserved by the author(s). The author(s) retain the right to review recorded material in order to update or otherwise improve its quality or accuracy. If significant costs are associated with such changes, a separate agreement may be negotiated or, at the discretion of the College, the material may be removed from circulation.

ARTICLE XVII

NON-DISCRIMINATION - FULL AND PART-TIME FACULTY

Section 1. The Board will not discriminate against any faculty member with respect to wages, hours, terms or conditions of employment by reason of his/her membership in or participation in the activities of the Union.

Section 2. In the exercise of their duties and responsibilities neither the Board, the Faculty Forum, nor the faculty shall discriminate on the basis of race, creed, religion, age, sex, marital status, political beliefs, or handicap.

ARTICLE XVIII
CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan. In the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction, such provision shall be void and inoperative. All other provisions of this Agreement shall continue in effect.

ARTICLE XIX
WHOLE CONTRACT

This contract constitutes the entire Agreement between the parties but it may be amended in writing by mutual agreement of the parties. Such amendment must be ratified by both parties.

ARTICLE XX

TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect through the 22nd of August, 1988, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve a written notice on the other party of a desire to terminate, modify or change this Agreement. Such notice shall be sent by registered mail to the other party and shall specify the changes desired.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year first written above.

SCHOOLCRAFT COLLEGE
FACULTY FORUM

Lowell T. Cook
Lowell T. Cook, President

Ronald W. Rogowski
Ronald W. Rogowski
Chief Negotiator

Richard T. Arlen
Richard T. Arlen
Negotiator

Stuart C. Bloom
Stuart C. Bloom
Negotiator

John R. Burnell
John R. Burnell
Negotiator

Michael A. O'Toole Jr
Michael A. O'Toole
Negotiator

BOARD OF TRUSTEES OF THE
SCHOOLCRAFT COMMUNITY COLLEGE
DISTRICT

Michael W. Burley
Michael W. Burley, Chairperson

Richard W. McDowell
Richard W. McDowell
President

Michael J. Petrack
Michael J. Petrack
Chief Negotiator

Agnes V. Black
Agnes V. Black
Negotiator

Ronald L. Griffith
Ronald L. Griffith
Negotiator

SCHOOLCRAFT COLLEGE
Livonia, MI 48152

FACULTY SALARY SCHEDULE - 1986/87

APPENDIX A

STEP*	BACHELOR'S DEGREE			MASTER'S DEGREE			MASTER'S DEGREE + 30 HOURS			DOCTORATE			STEP*
	36 wks.	1.10**	1.25***	36 Wks.	1.10**	1.25***	36 Wks.	1.10**	1.25***	36 Wks.	1.10**	1.25***	
1	17816	19598	22270	19582	21540	24478	20559	22615	25699	21540	23694	26925	1
2	18991	20890	23739	20952	23047	26190	21932	24125	27415	22909	25200	28636	2
3	20168	22185	25210	22323	24555	27904	23301	25631	29126	24281	26709	30351	3
4	21341	23475	26676	23696	26066	29620	24672	27139	30840	25652	28217	32065	4
5	22518	24770	28148	25068	27575	31335	26046	28651	32558	27025	29728	33781	5
6	23640	26004	29550	26436	29080	33045	27417	30159	34271	28395	31235	35494	6
7	24869	27356	31086	27808	30589	34760	28787	31666	35984	29765	32742	37206	7
8	26046	28651	32558	29180	32098	36475	30159	33175	37699	31138	34252	38923	8
9	27223	29945	34029	30550	33605	38188	31530	34683	39413	32511	35762	40639	9
10	28932	31825	36165	31922	35114	39903	32903	36193	41129	33889	37278	42361	10
11	30055	33061	37569	33927	37320	42409	34971	38468	43714	36010	39611	45013	11
12	31150	34265	38938	35245	38770	44056	36330	39963	45413	37409	41150	46761	12
13	32284	35512	40355	36529	40182	45661	37653	41418	47066	38771	42648	48464	13

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* In accordance with Article XII, Section 3, initial placement based upon experience credit will be equated to the numerical value of the step number, i.e., Ten (10) years prior experience credit equals placement on Step #10.

** The factor of 1.10 is utilized to determine the salary for counselors with thirty-eight (38) weeks of assigned duties.

*** The factor of 1.25 is utilized to determine the salary for librarians, counselors, and coordinator/instructors with forty-six (46) weeks of assigned duties.

SCHOOLCRAFT COLLEGE
Livonia, MI 48152

APPENDIX A-1

FACULTY SALARY SCHEDULE - 1987/88

STEP*	BACHELOR'S DEGREE			MASTER'S DEGREE			MASTER'S DEGREE + 30 HOURS			DOCTORATE			STEP*
	36 wks.	1.10**	1.25***	36 Wks.	1.10**	1.25***	36 Wks.	1.10**	1.25***	36 Wks.	1.10**	1.25***	
1	18867	20754	23584	20737	22811	25921	21772	23949	27215	22811	25092	28514	1
2	20111	22122	25139	22188	24407	27735	23226	25549	29033	24261	26687	30326	2
3	21358	23494	26698	23640	26004	29550	24676	27144	30845	25714	28285	32143	3
4	22600	24860	28250	25094	27603	31368	26128	28741	32660	27165	29882	33956	4
5	23847	26232	29809	26547	29202	33184	27583	30341	34479	28619	31481	35774	5
6	25035	27539	31294	27996	30796	34995	29035	31939	36294	30070	33077	37588	6
7	26336	28970	32920	29449	32394	36811	30485	33534	38106	31521	34673	39401	7
8	27583	30341	34479	30902	33992	38628	31938	35132	39923	32975	36273	41219	8
9	28829	31712	36036	32352	35587	40440	33390	36729	41738	34429	37872	43036	9
10	30639	33703	38299	33805	37186	42256	34844	38328	43555	35888	39477	44860	10
11	31828	35011	39785	35929	39522	44911	37034	40737	46293	38135	41949	47669	11
12	32988	36287	41235	37324	41056	46655	38473	42320	48091	39616	43578	49520	12
13	34189	37608	42736	38684	42552	48355	39875	43863	49844	41058	45164	51323	13

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* In accordance with Article XII, Section 3, initial placement based upon experience credit will be equated to the numerical value of the step number, i.e., Ten (10) years prior experience credit equals placement on Step #10.

** The factor of 1.10 is utilized to determine the salary for counselors with thirty-eight (38) weeks of assigned duties.

*** The factor of 1.25 is utilized to determine the salary for librarians, counselors, and coordinator/instructors with forty-six (46) weeks of assigned duties.

APPENDIX B

PAYROLL SCHEDULE

	86/87	87/88
September	5 19	4 18
October	3 17 31	2 16 30
November	14 26	13 25
December	12 19	11 23
January	9 23	8 22
February	6 20	5 19
March	6 20	4 18
April	3 16	1 15 29
May	1 15 29	13 27
June	12 26	10 24
July	10 24	8 22
August	7 21	5 19

APPENDIX C

1986/87 INSTRUCTIONAL CALENDAR

FALL SEMESTER 1986

September 2,3	Tuesday, Wednesday	Faculty Professional Development Days & Meetings - All Faculty on Campus
September 4	Thursday	Classes Begin
November 27, 28, 29,30	Thursday, Friday, Saturday,Sunday	Thanksgiving Recess - No Classes
December 1	Monday	Classes Resume
December 14	Sunday	Last Day of Classes
December 15,16,17,18,19 20, and 21	Monday,Tuesday, Wednesday, Thursday, Friday, Saturday,Sunday	Final Exams
December 22	Monday	Grades Due by Noon

WINTER SEMESTER 1987

January 8	Thursday	Faculty Professional Development Day & Meetings All Faculty on Campus
January 9	Friday	Classes Begin
March 2,3,4,5,6,7,8	Monday through Sunday	Mid-Semester Break - No Classes
March 9	Monday	Classes Resume
April 17,18,19	Friday,Saturday,Sunday	Easter Recess-No Classes
April 20	Monday	Classes Resume
April 26	Sunday	Last Day of Classes
April 27,28,29,30 and May 1,2 and 3	Monday - Sunday	Final Exams
May 4	Monday	Grades Due by Noon

SPRING/SUMMER SESSION 1987

May 11	Monday	Twelve-Week Session Begins and First Eight-Week Session Begins
May 25	Monday	Memorial Day Observed - No Classes
May 26	Tuesday	Classes Resume
June 8	Monday	Second Eight-Week Session Begins
July 2	Thursday	First Eight-Week Session Ends
July 3,4,5	Friday,Saturday,Sunday	Independence Day Observed-No Classes
July 6	Monday	Classes Resume
July 7	Tuesday	Grades Due by Noon From First Eight-Week Session
July 31	Friday	Last Class Day for Twelve-Week Session and Second Eight-Week Session
August 3	Monday	Grades Due by Noon From Twelve-Week Session and Second Eight-Week Session

NOTE: Classes missed on holidays are to be made up at the convenience of the faculty and students.

APPENDIX C-1

1987/88 INSTRUCTIONAL CALENDAR

FALL SEMESTER 1987

August 25,26	Tuesday, Wednesday	Faculty Professional Development Days & Meetings - All Faculty on Campus
August 27	Thursday	Classes Begin
September 7	Monday	Labor Day - No Classes
September 8	Tuesday	Classes Resume
November 26,27,28,29	Thursday, Friday, Saturday, Sunday	Thanksgiving Recess - No Classes
November 30	Monday	Classes Resume
December 13	Sunday	Last Day of Classes
December 14,15,16,17,18, 19 and 20	Monday,Tuesday, Wednesday,Thursday, Friday,Saturday,Sunday	Final Exams
December 21	Monday	Grades Due by Noon

WINTER SEMESTER 1988

January 8	Friday	Faculty Professional Development Day & Meetings All Faculty on Campus
January 11	Monday	Classes Begin
March 7,8,9,10,11,12,13	Monday through Sunday	Mid-Semester Break - No Classes
March 14	Monday	Classes Resume
May 1	Sunday	Last Day of Classes
May 2,3,4,5,6,7,8	Monday - Sunday	Final Exams
May 9	Monday	Grades Due by Noon

SPRING/SUMMER SESSION 1988

May 16	Monday	Twelve-Week Session Begins and First Eight-Week Session Begins
May 30	Monday	Memorial Day Observed - No Classes
May 31	Tuesday	Classes Resume
June 13	Monday	Second Eight-Week Session Begins
July 4	Monday	Independence Day Observed-No Classes
July 5	Tuesday	Classes Resume
July 11	Monday	First Eight-Week Session Ends
July 13	Wednesday	Grades Due by Noon From First Eight Week Session
August 8	Monday	Last Class Day for Twelve-Week Session and Second Eight-Week Session.
August 10	Wednesday	Grades Due by Noon From Twelve-Week Session and Second Eight-Week Session

NOTE: Classes missed on holidays are to be made up at the convenience of the faculty and students.

APPENDIX C-2

1988/89 INSTRUCTIONAL CALENDAR

FALL SEMESTER 1988

August 23,24	Tuesday, Wednesday	Faculty Professional Development Days & Meetings - All Faculty on Campus
August 25	Thursday	Classes Begin
September 5	Monday	Labor Day - No Classes
September 6	Tuesday	Classes Resume
November 24,25,26,27	Thursday, Friday, Saturday, Sunday	Thanksgiving Recess - No Classes
November 28	Monday	Classes Resume
December 11	Sunday	Last Day of Classes
December 12,13,14,15,16, 17 and 18	Monday,Tuesday, Wednesday,Thursday, Friday,Saturday,Sunday	Final Exams
December 19	Monday	Grades Due by Noon

WINTER SEMESTER 1989

January 6	Friday	Faculty Professional Development Day & Meetings All Faculty on Campus
January 9	Monday	Classes Begin
March 6,7,8,9,10,11,12	Monday through Sunday	Mid-Semester Break - No Classes
March 13	Monday	Classes Resume
April 30	Sunday	Last Day of Classes
May 1,2,3,4,5,6,7	Monday - Sunday	Final Exams
May 8	Monday	Grades Due by Noon

SPRING/SUMMER SESSION 1989

May 15	Monday	Twelve-Week Session Begins and First Eight-Week Session Begins
May 29	Monday	Memorial Day Observed - No Classes
May 30	Tuesday	Classes Resume
June 12	Monday	Second Eight-Week Session Begins
July 4	Tuesday	Independence Day Observed-No Classes
July 5	Wednesday	Classes Resume
July 7	Friday	First Eight-Week Session Ends
July 10	Monday	Grades Due by Noon From First Eight Week Session
August 4	Friday	Last Class Day for Twelve-Week Session and Second Eight-Week Session
August 7	Monday	Grades Due by Noon From Twelve-Week Session and Second Eight-Week Session

NOTE: Classes missed on holidays are to be made up at the convenience of the faculty and students.

APPENDIX D

HEAD OF INTRAMURALS

Duties & Responsibilities

The Head of Intramurals is responsible to the Director of Athletics. He/she is responsible for:

1. Scheduling all activities.
2. Publicizing all activities (before, during, after).
3. Keeping records of all activities.
4. Arranging for all facilities.
5. Setting all brackets.
6. Assigning all officials.
7. Preparing the Intramural Handbook.
8. Requesting supplies to be ordered.
9. Taking care of all correspondence.
10. Attending activities when necessary.
11. Supervise all intramural activities that are one-time events.
12. Handling all protests.
13. Inventorying all equipment.
14. Attending and chairing all captain's meetings.
15. All extramurals.
16. Modifying all rules.

APPENDIX E

PROFESSIONAL EQUIVALENCY

For purposes of equivalency determination, "Licensed" includes "certified", "admitted", "registered", "certificated", or "commissioned".

Licensed shall be defined as compliance with a state or national act, statute, or procedure, and shall require not less than six (6) years of documented experience in appropriate discipline and/or equivalent degrees and successful passage of examination for issuance of license. Acquisition of the license shall be equivalent to the next horizontal placement at the existing step subject to the Limiting Factors below:

Limiting Factors

A. License shall be in the subject area currently being taught by the instructor.

B. The license shall remain current to retain the placement benefit. A copy of each license or subsequent renewal shall be submitted to the appropriate administrator in the Office of Instruction.

C. The appropriate administrator in the Office of Instruction shall review all professional equivalency petitions received, and in accordance with Article XII, Compensation, shall grant or deny professional equivalency to each of the petitioners.

D. The license obtained by an individual cannot be considered for advancement if that license was a necessary requirement to be employed by Schoolcraft College.

E. If the individual had received College monies to obtain that license, it shall not be considered for advancement.

F. As a limiting factor, for purposes of this Agreement, licenses from other states shall be considered for horizontal movement if the current Michigan Licensed Occupations manual specifies reciprocity.

G. Applications for this advancement may be used only and no placement will be awarded beyond the Master's level without a Bachelor's Degree.

H. No equivalency will be granted beyond a Master's + 30 track.

I. Teaching certificates will not be considered.

APPENDIX F

LIBRARIAN - RADCLIFF CENTER (36 weeks)

The Radcliff Center librarian is a member of the College library staff but works in the Radcliff Center's Learning Resource Center under the direct supervision of the administrator in charge of the Center.

Duties & Responsibilities

1. To assist students and faculty in obtaining materials needed for class assignments.

2. To work with faculty in selecting books and other materials needed as resources for classes taught at the Center.

3. To order these materials according to the purchasing policies followed by the College libraries.

4 To oversee and help with the processing of books and other materials and with the typing and filing of catalog cards.

5. To maintain the card catalog so that it is current and useful.

6. To instruct faculty and students in the use of library materials and equipment.

7. To submit recommendations for budget allowances for materials, supplies and equipment to the Assistant Dean - Learning Resources the Radcliff Center administrator.

8. To supervise student aides and instruct them in their duties so that library policies and procedures are carried out in the absence of the librarian.

9. Keep accurate statistics of library circulation of books, materials and equipment and submit a monthly report of these to the Radcliff Center administrator and the Assistant Dean - Learning Resources.

10. Be responsible for the scheduling, circulation and maintenance of the Center's audio-visual and instructional equipment housed in the Learning Resource Center.

APPENDIX F-1

LIBRARIAN - CATALOGING AND REFERENCE (36 weeks)

Duties and Responsibilities

The Librarian - Cataloging and Reference is responsible to the Assistant Dean - Learning Resources. The chief duties and responsibilities of the Librarian - Cataloging and Reference are:

1. Assist the Assistant Dean in developing policies pertinent to the classifying and cataloging of library materials.
2. Classify and catalog library materials as assigned by the Assistant Dean.
3. Assume responsibility for maintaining the card catalog in co-operation with the forty-six (46) week Librarian - Cataloging and Reference under the guidance of the Assistant Dean.
4. Supervise and direct student assistants in the mechanical preparation of library materials for use.
5. Assist the Assistant Dean in preparing budget requests for materials in cataloging and processing.
6. To serve a portion of each week as reference librarian in the reading room.
7. Be responsible for the selection of books in certain subject areas and work closely with faculty teaching in those areas.
8. Perform other professional duties as agreed upon between the Assistant Dean and the Librarian.

This Librarian position will be issued a thirty-six (36) week Instructional College Year contract.

LIBRARIAN - CATALOGING AND REFERENCE (46 Weeks)

Duties & Responsibilities

The forty-six (46) week Librarian - Cataloging and Reference is responsible to the Assistant Dean - Learning Resources. The chief duties and responsibilities are:

1. Assist the Assistant Dean in developing policies pertinent to the classifying and cataloging of library materials.
2. Classify and catalog library materials as assigned by the Assistant Dean.
3. Assume responsibility for maintaining the card catalog in cooperation with the thirty-six (36) week Librarian - Cataloging and Reference under the guidance of the Assistant Dean.
4. Supervise and direct student assistants in the mechanical preparation of library materials for use.
5. Assist the Assistant Dean in preparing budget requests for materials in cataloging and processing.
6. Assume responsibility for book repair and for preparing books for binding and rebinding.
7. Serve as reference librarian approximately one-half of each work week in cooperation with the Reference Librarian under the direction of the Assistant Dean.
8. Work as reference librarian with faculty as assigned by the Assistant Dean.
9. Perform other professional duties as agreed upon between the Assistant Dean and the Librarian.

LIBRARIAN - PERIODICALS & DOCUMENTS

Duties & Responsibilities

The Librarian - Periodicals & Documents is responsible to the Assistant Dean - Learning Resources. The chief duties and responsibilities of this position are:

1. To take care of the order, receipt, and circulation of all periodical, newspaper, and similar serial publications.
2. To prepare periodical publications for binding.
3. To cooperate with the faculty in selecting periodical publications to be added to the library.
4. To take care of the order, receipt, and use of all government documents including those received by the library in its role as a government depository library.
5. Maintain efficient records of the library's holdings of serial publications and government documents.
6. Handle all correspondence concerning serial publications and government documents.
7. Formulate policies for circulation of periodical and government publications.
8. Prepare the library's annual budget request for periodical and government publications and submit the request to the Assistant Dean.
9. Oversee student employees who do clerical work on periodicals and documents.
10. Handle all inter-library loan requests.
11. Maintain a pamphlet and newspaper clipping file of current materials.
12. Serve a portion of each week as reference librarian in the reading room of the library.
13. Participate in the activities of professional library associations and junior college organizations.
14. Perform other professional duties as agreed upon between the Assistant Dean and the Librarian.

APPENDIX F-4

LIBRARIAN - INFORMATION SERVICE

Duties & Responsibilities

The Librarian - Information Service is responsible to the Assistant Dean- Learning Resources. The chief duties and responsibilities are:

1. To assist the Assistant Dean-Learning Resources in developing policies relating to the procurement and dissemination of on-line information.
2. To assist students and faculty in obtaining the printed materials needed for classroom assignments by serving a portion of each day at the reference desk.
3. To be responsible for searching on-line databases for library users and College Staff.
4. To provide classroom orientation sessions at the request of the instructor, tailored to particular course needs.
5. To provide bibliographic instruction for College faculty and staff.
6. To work closely with College faculty in the selection of books and materials in specified subject areas.
7. To maintain the reference collection by continuously selecting new materials and weeding out the obsolete.
8. To utilize the OCLC database for the procurement of needed reference information.
9. To participate in the design, implementation and operation of the on-line catalog.
10. To utilize microcomputer software to prepare individualized subject bibliographies for faculty use.
11. To perform other professional duties as agreed upon by the Assistant Dean - Learning Resources and the librarian.

APPENDIX G

MEDICAL LABORATORY TECHNOLOGY COORDINATOR/INSTRUCTOR

The Medical Laboratory Technology Coordinator/Instructor is responsible to the appropriate Assistant Dean in the Applied Sciences Division.

Duties & Responsibilities

A. Instructional Duties & Responsibilities

The instructional duties and responsibilities are the same as for any instructor and include teaching MLT101 and MLT103 in the Fall Semester and teaching MLT102 and MLT104 in the Winter Semester and conducting the scheduled related instruction in conjunction with assigned clinical application courses, MLT105 and MLT106 in the Spring/Summer Session.

B. Coordination Duties & Responsibilities

The coordination duties and responsibilities are described below:

1. Evaluate and recommend appropriate sites for Medical Laboratory directed practice affiliation to the Assistant Dean.
2. Enlist the assistance of Medical Laboratory administrators as affiliation supervisors and conduct appropriate orientation sessions.
3. Develop the instructional directed practice assignments for use by affiliation supervisors.
4. Schedule all Medical Laboratory Technology students so that each student completes the required directed practice training.
5. Conduct coordinator-affiliation supervisor visitations for student evaluation.
6. Conduct coordinator-student conferences for evaluation and assistance in problem areas.
7. Act as liaison between Schoolcraft College and the National Association in the continuing of a high quality instructional program.
8. Maintain the required records and reports.
9. Maintain close communication with the Assistant Dean to insure efficient direction and continued effectiveness of the Medical Laboratory program.
10. Continue to develop the on-campus laboratory and assist the College with recruitment of students.
11. Have credentials on file with the appropriate National Association and represent the Medical Laboratory program in any subsequent accreditation survey.

The coordination duties and responsibilities shall be equated to four (4) hours in the Fall Semester and four (4) hours in the Winter Semester.

APPENDIX H

COOPERATIVE TRAINING COORDINATOR/INSTRUCTOR

The Cooperative Training Coordinator/Instructor is responsible to the appropriate Assistant Dean in the Applied Sciences Division.

Duties & Responsibilities

A. Instructional Duties & Responsibilities

The instructional duties and responsibilities are the same as for any instructor.

B. Coordination Duties & Responsibilities

The coordination duties and responsibilities are described below:

1. To coordinate cooperative training programs in the Business and Secretarial Departments of the Applied Science Division.
2. To recruit and select appropriate training stations. To visit industrial/business firms to provide employment and community service information.
3. To interview, select, and place cooperative training students. Visit area schools and work with the coordinators and counselors.
4. To conduct employer visitations for student evaluations.
5. To conduct student conferences for job improvement and evaluation.
6. To instruct Business Cooperative Training classes.
7. To provide special instruction, assignments, and projects to strengthen students' job performance.
8. To assist in full-time placement of Business Cooperative Training graduates.
9. To maintain necessary records and files.
10. To perform other professional duties as agreed upon by the Coordinator/Instructor and the Assistant Dean.
11. To meet the spirit and intent of the State Guidelines.
12. Coordinators are eligible to teach under a contract supplement in their area of competence subject to the department rotational agreement.

COUNSELORS APPENDIX I

Duties & Responsibilities

The counselors are responsible to the Director of Counseling. The duties and responsibilities assigned to this position are:

1. Participating in the total guidance and counseling program, including academic, vocational, and personal counseling.
2. Interview new students and develop individual programs with them.
3. Counsel students transferring to other colleges and prepare necessary forms, except official transcripts.
4. Administer individual interest, aptitude and interest tests as needed.
5. Plan and conduct the freshman orientation program.
6. Maintain vocational information files.
7. Maintain information pertaining to scholarships at four year institutions.
8. Participate in student withdrawal and academic dismissal studies.
9. Visit with senior colleges and high schools to develop articulation between Schoolcraft College and other educational institutions.
10. Visit industries to expand departmental awareness of vocational opportunities.
11. Consult with instructors to improve departmental articulation.
12. Test and screen students in terms of their placement in specific technical and academic programs.
13. Assist the Director of Counseling in the provision of counseling services in Placement, Women's Resource Center and Veteran Affairs.

ADMISSIONS AND FINANCIAL AIDS COUNSELOR

The Admissions and Financial Aids Counselor is responsible to the Director of Admissions and Financial Aids.

Duties & Responsibilities:

1. Develop and present programs to recruit new applicants and to interpret the College to the Community.
2. Visit junior and senior high schools to develop articulation between the College and the schools in the College community.
3. Develop cooperatively with the Instructional Staff, recruitment and information programs for the curricula offered by the College.
4. Develop career orientation programs for applicants who select vocational and technical programs.
5. Interview applicants/incoming students who are applying to the College and desire assistance with Admissions and Financial Aids procedures or curriculum choice.
6. Advise prospective students about financial aid opportunities and vocational and educational avenues open to them.
7. Assist in the application and registration of applicants during the registration periods.
8. Interview students who apply for readmission and readmit qualified applicants.
9. Review records and admit applicants to the College.
10. Review records and admit applicants to special/waiting list programs as assigned.
11. Assist in the research projects developed by the Office of Admissions and Financial Aids and the Office of Student Services.

APPENDIX I-2

COUNSELOR - CAREER PLANNING AND PLACEMENT CENTER

The Counselor - Career Planning and Placement reports directly to the Director of Career Planning and Placement.

Duties & Responsibilities

1. Develop and present individual client and group career counseling services to students and members of the community.
2. Assist clients in making career and educational plans through recognized vocational/career counseling practices.
3. Maintain a testing and assessment service which will assist clients in appraising and measuring their aptitudes, achievements, interests, values, and personality as related to career/life-style decisions.
4. Develop and maintain vocational, career, and employment information files and library resources.
5. Select and maintain computer-assisted and video career and employment information resources and all other career planning information.
6. Present group workshops to classes, community organizations, and clients on career development and job hunting techniques.
7. Organize the offerings of career fairs, employment fairs, and special topical projects and programs.
8. Assist clients in becoming self-sufficient in the job-hunting process.
9. Refers clients to business, industry, and community organizations for career information, employment, or job hunting assistance.
10. Visit business and industry for career and employment information.
11. Assist businesses with their career development and employment needs.
12. Maintain a liaison and contact with other placement facilities, community service organizations, and college faculty.
13. Serve on College committees as assigned.
14. Assist with research projects developed by the Center.
15. Assist clients in adjusting to their work setting and in developing good work habits.
16. Serve as a liaison with the faculty in the instructional departments.
17. Attend visiting four-year college informational meetings.
18. Perform other related duties as agreed to by the Counselor - Career Planning and Placement and the Director.

STUDENT ACTIVITIES COORDINATOR

The Student Activities Coordinator is directly responsible to the Vice President for Student Services.

DUTIES & RESPONSIBILITIES

1. To plan, organize, and coordinate all functions related to the Student Activities Office.
2. To encourage the involvement of students and student organizations in the development and implementation of a calendar of educational, cultural, and social activities.
3. To supervise and coordinate faculty advisors, consultants, and other organizational assistants to student organizations.
4. To supervise the secretarial personnel and student aides assigned to the Student Activities Office.
5. To advise students on academic, financial, vocational, and personal matters.
6. To act as liaison between the Student Government and the Office of Student Services.
7. To advise all student program groups and the Student Government.
8. To make recommendations to the Vice President for Student Services on matters relating to procedures and policies in the area of student activities.
9. To approve all posters and announcements for the student bulletin boards and to establish procedures for their posting.
10. To assist students to form new clubs and organizations.
11. To insure that College recognized student groups and activities are operating in accordance with established fiscal and budgetary procedures.
12. To supervise the expenditures of money for student activities from institutional funds.
13. To prepare and submit to the Vice President for Student Services the Student Activities Budget.
14. To manage the games room.
15. To submit requisitions for personnel, material, and equipment to the Vice President for Student Services.
16. To be responsible for the preparation and distribution of the Student Handbook.
17. To make arrangements for the taking of I.D. pictures as well as the distribution of I.D. cards.
18. To assist in the advisement of the Alumni Association.
19. To assist in maintaining liaison with high schools, other community colleges and senior institutions.

INSTRUCTORS

Duties & Responsibilities

Members of the faculty at Schoolcraft College designated by the title "Instructor" are responsible to the appropriate assistant dean. The primary duty of the instructor is to teach. The following responsibilities are considered significant:

1. Teach courses in accordance with the description published in the Catalog and Department Course Outline. It is recognized that the methods, procedures and interpretations of various instructors may differ.
2. Schedule office hours for student consultation and post these hours prominently.
3. Meet all scheduled classes, office hours, and final examinations as scheduled.
4. Attend and participate in all scheduled faculty meetings and Advisory Committee meetings and activities unless excused by the appropriate administrative officer or unless classes conflict.
5. Maintain attendance records of students and submit required reports to the Registrar's Office.
6. Prepare and submit to the appropriate assistant dean grade reports on schedule.
7. Submit to the Director of Counseling reports on each student who the faculty member believes is in need of counsel.
8. Attend and participate in all scheduled department meetings.
9. Cooperate with his/her department in developing course outlines.
10. Assist the Assistant Dean in the maintenance of the laboratory and laboratory equipment used by the instructor.
11. A written statement of the course criteria shall be presented to the students.

PART-TIME INSTRUCTOR

Duties & Responsibilities

Members of the faculty at Schoolcraft College designated by the title "Part-Time Instructor" are responsible to the appropriate Assistant Dean. The primary duty of the part-time instructor is to teach. The following responsibilities are considered significant:

1. Teach courses in accordance with the description published in the Catalog and Department Course Outline. It is recognized that the methods, procedures, and interpretations of various instructors may differ.
2. Make himself/herself available for student consultations.
3. Meet all scheduled classes, consultation hours, and final examinations as scheduled.
4. Attend and participate in all regularly scheduled part-time faculty meetings unless excused by the appropriate administrative officer or unless classes conflict.
5. Maintain attendance records of students and submit required reports to the Registrar's Office.
6. Prepare and submit to the appropriate assistant dean grade reports on schedule.
7. Submit to the Director of Counseling reports on each student who the faculty member believes is in need of counsel.
8. Assist the Assistant Dean in the maintenance of the laboratory and laboratory equipment used by the part-time instructor.
9. A written statement of the course criteria shall be presented to students.

PART-TIME CLINICAL NURSING INSTRUCTOR

The part-time clinical nursing instructor is responsible to the appropriate Assistant Dean in the Applied Sciences Division.

Duties & Responsibilities

The primary duty of the part-time clinical nursing instructor is to teach and supervise activities involved in clinical experiences.

The following responsibilities are considered significant:

1. The part-time clinical nursing instructor is expected to make student clinical assignments in his/her area and to teach and supervise activities during his/her assigned time in the health facility.
2. He/she is expected to assist full-time faculty in correcting patient care studies or other written work based on the students' clinical experience.
3. He/she will hold daily pre and post conferences with assigned students and will carry on a continuing evaluation of assigned students' clinical performance.
4. A written evaluation and conference regarding each student's performance will be held at the end of the experience.
5. Attendance at faculty meetings is expected when requested by the Assistant Dean and/or full-time nursing instructors.

NOTE: Orientation to a clinical facility is required of all part-time clinical nursing instructors prior to being assigned responsibilities at a facility.

APPENDIX L

OCCUPATIONAL THERAPY ASSISTANT COORDINATOR/INSTRUCTOR

Occupational Therapy Assistant Coordinator/Instructor is responsible to the appropriate Administrator of the Radcliff Center.

Duties & Responsibilities

A. Instructional Duties & Responsibilities:

The instructional duties and responsibilities are the same as for any instructor.

B. Coordination Duties & Responsibilities:

The coordination duties and responsibilities are described below. They will be equated to six (6) hours in the Fall Semester and six (6) hours in the Winter Semester.

1. Evaluate and recommend appropriate hospital sites for occupational therapy directed practice affiliation to the Assistant Dean.
2. Enlist the assistance of hospital occupational therapy administrators as affiliation supervisors and conduct appropriate orientation sessions.
3. Develop the instructional directed practice assignments for use by affiliation supervisors.
4. Schedule all freshman and sophomore occupational therapy students on a rotation basis so that each student completes the required directed practice training in the various hospital sites.
5. Conduct coordinator-affiliation supervisor visitations for student evaluation after each rotation period.
6. Conduct coordinator-student conference for evaluation and assistance in problem areas.
7. As an occupational therapy administrator, act as liaison between Schoolcraft College and the Michigan Occupational Therapy Association in the continuing of a high-quality instructional program.
8. Maintain the required records and reports.
9. Maintain close communication with the Assistant Dean to insure efficient direction and continued effectiveness of the occupational therapy program.
10. Continue to develop the on-campus laboratory and assist the College with recruitment of students.
11. Have credentials on file with the Committee on Assistants of the Michigan Occupational Therapy Association and represent the Occupational Therapy Program in any subsequent accreditation survey.

APPENDIX M

MEDICAL RECORDS TECHNOLOGY COORDINATOR/INSTRUCTOR

The Medical Records Technology Coordinator/Instructor is responsible to the appropriate Administrator of the Radcliff Center.

Duties & Responsibilities:

A. Instructional Duties & Responsibilities:

The instructional duties and responsibilities are the same as for any instructor.

B. Coordination Duties & Responsibilities:

The coordination duties and responsibilities are described below. The coordination duties and responsibilities shall be equated to eight (8) hours in the Fall Semester and eight (8) hours in the Winter Semester. In addition, the coordinator/instructor shall receive a four (4) hour supplemental contract for either the Spring or Summer session.

1. Evaluate and recommend appropriate hospital sites for Medical Record directed practice affiliation to the Assistant Dean.
2. Enlist the assistance of hospital Medical Record Administrators as Affiliation Supervisors and conduct appropriate orientation sessions.
3. Develop the instructional directed practice assignments for use by Affiliation Supervisors.
4. Schedule all freshman and sophomore medical record students on a rotation basis so that each student completes the required directed practice training in the various hospital sites.
5. Conduct coordinator-affiliation supervisor visitations for student evaluation after each rotation period.
6. Conduct coordinator-student conferences for evaluation and assistance in problem areas.
7. As a Registered Record Administrator, act as liaison between Schoolcraft College and the American Medical Record Association in the continuing of a high-quality instructional program.
8. Maintain the required records and reports.
9. Maintain close communication with the Assistant Dean to insure efficient direction and continued effectiveness of the Medical Record Technology Program.
10. Continue to develop the on-campus laboratory and assist the College with recruitment of students during the regular thirty-six (36) week contractual period.
11. Have credentials on file with the Council on Medical Education of the A.M.A. and represent the Medical Record Technology Program in any subsequent accreditation program.

APPENDIX N

NURSING EDUCATION COORDINATOR/INSTRUCTOR

The Nursing Education Coordinator/Instructor for the Associate Degree and Practical Nursing Programs and other Allied Health Programs as assigned, is directly responsible to the Assistant Dean - Allied Health and Physical Sciences and has the following coordinating duties and responsibilities.

A. Instructional Duties and Responsibilities

The instructional duties and responsibilities, when assigned, are the same as for any instructor.

B. Coordinating Duties and Responsibilities

The Coordinating duties and responsibilities are described below:

1. Work with the Counseling staff, Director of Admissions and Financial Aids, College Health Service staff in review and application of criteria for selection of applicants to the Associate Degree, Practical Nursing, and other assigned programs.
2. Assist the Assistant Dean with the preparation of class schedules for students based upon instructional needs, available off-campus resources, and information provided by the faculty.
3. Assist with the preparation of reports, studies, collection of data, etc., as required by the Michigan Board of Nursing, governmental agencies, professional organizations, and/or College administration.
4. Do follow-up surveys: i.e., withdrawals, re-admits, graduates, employment, state board results, etc.
5. Assist the Assistant Dean and Nursing faculty (ADN & P.N.) with programs for advanced placement of students and articulation of Nursing Programs.
6. Provide assistance to the Dean of Educational Services in planning continuing education courses appropriate to Health Occupations employees.
7. Seek out and review additional off-campus facilities to enhance-improve learning opportunities for the Associate Degree and Practical Nursing students and other assigned programs.

(continued...)

Coordinating Duties and Responsibilities (Cont'd.)

8. Maintain on-going relationships with appropriate personnel in off-campus facilities used by the College for instruction of students in Nursing and other assigned programs.

9. Assist the Assistant Dean in the review of teaching activities in the clinical areas.

10. Assist the Assistant Dean in the evaluation of the assigned programs, particularly in the off-campus areas of instruction and recommend changes for improvement.

11. Work with part-time Clinical Nursing instructors in areas such as orientation, coordination of instruction, provision of materials, etc.

12. In cooperation with faculty, arrange, plan and conduct information sessions for students.

13. In conjunction with appropriate faculty, interview and recommend for hiring part-time clinical and theory instructors.

14. Assist in the development of grant proposals as assigned.

15. Arrange for Advisory Committee meetings for assigned Allied Health programs.

16. Review and sign time sheets for support staff (Nursing Lab Assistants).

C. These coordination duties and responsibilities shall be equated to a basic load. In addition, the incumbent shall receive three (3) supplemental hours for each of the Fall and Winter Semesters due to the addition of the other Allied Health Program responsibilities.

APPENDIX O

RTI AND BMET COORDINATOR/INSTRUCTOR

The Related Trades Instruction and Bio-medical Engineering Technologist Coordinator/Instructor is responsible to the appropriate Assistant Dean in the Applied Sciences Division.

Duties & Responsibilities

A. Instructional duties and responsibilities are the same as for any instructor.

B. RTI Coordination Duties & Responsibilities:

Coordination portion of the RTI Coordinator/Instructor load will be equated to twelve (12) contact hours for the Fall and Winter semesters. The balance of his/her forty-six (46) weeks of assigned duties shall consist entirely of coordination activities.

1. Maintain liaison with the Bureau of Apprenticeship, Department of Labor, labor unions, and industrial establishments in the community college operating district to promote and develop programs appropriate to the needs of the Related Instruction Program.
2. Conduct program and course advisement to service the needs of day and evening Related Trades Instruction students.
3. Assist with the registration of students in the Related Trades Instruction Program. Only during weeks when registration is conducted, time spent in excess of thirty-five (35) hours shall be compensated through the use of comp time. In calculating the hours during these weeks, each instructional hour shall count as two (2)
4. Maintain the required records and reports.
5. Assist the Assistant Dean in the preparation of reports pertaining to the Related Trades Instruction Program.
6. Maintain close communications with the Assistant Dean to insure efficient direction and continued effectiveness of the Related Trades Instruction Program.

C. BMET coordination duties and responsibilities shall be as defined in Article V, Section 2G.

D. The RTI and BMET Coordinator/Instructor shall be employed under a twelve (12) month contract, containing forty-six (46) weeks of assigned duties.

APPENDIX P

AUTOMOTIVE SERVICE/MANAGEMENT INSTRUCTOR

The Automotive Service/Management Instructor is responsible to the appropriate Assistant Dean in the Applied Sciences Division.

Duties & Responsibilities

A. Instructional Duties & Responsibilities:

The instructional duties and responsibilities are the same as for any instructor.

B. Special Responsibilities:

The special duties and responsibilities traditionally associated with automotive training programs are described below:

1. Advise the tool crib attendant of the nature of the customer service jobs that may be accepted for each scheduled class.
2. Assign students to customer repair orders according to the nature of the course in progress.
3. Supervise the services of students on all customer repair orders assigned to assure quality of performance in the learning activity.
4. Road test or dynamometer test all completed customer owned vehicles in order to evaluate and maximize the quality of service rendered before releasing vehicles.
5. Review details of repair orders for completeness before authorizing billing and releasing of vehicles.
6. Insure proper housekeeping conditions in the laboratory areas and surrounding storage areas.
7. In cooperation with the Assistant Dean establish and make known departmental procedures to effectuate institutional policies and procedures.

LEARNING ASSISTANCE CENTER COORDINATOR

The Learning Assistance Center Coordinator is a faculty position directly responsible to the Assistant Dean - Liberal Arts.

Duties and Responsibilities

1. Plan, organize, and coordinate all functions related to the Learning Assistance Center and developmental education.
2. Design and implement programs to provide services for prospective and enrolled students who need academic assistance.
3. Provide instructional support services and in-service training for faculty.
4. Promote the climate for good instruction by meeting with faculty regularly and sharing instructional strategies.
5. Plan and implement the budgets.
6. Administer the scheduling and assigning of developmental education credit classes.
7. Supervise study skill instructors, secretarial personnel, lab coordinators, volunteers, and student aides.
8. Coordinate implementation and evaluation of Federal Grant.
9. Coordinate special services for handicapped.
10. Maintain liaison with high schools, community agencies, general community, college administration, faculty, and student body.
11. Assist the College with recruitment of students.
12. Coordinate and implement placement testing for newly admitted students.
13. Supervise provision of diagnostic testing and evaluation.
14. Conduct studies on factors related to student success.
15. Supervise tutorial and volunteer services.
16. Supervise training for peer tutors and volunteers.

The Learning Assistance Center Coordinator shall perform the above duties during the forty-six (46) week assigned period at thirty-five (35) hours per week.

LETTER OF UNDERSTANDING

For the duration of the Faculty Master Agreement, the following experimental conditions shall be in effect regarding television classes:

1. No faculty member shall be required to teach a television course unless it is necessary to make a basic load;
2. Television classes shall be taught as supplemental classes except as provided above in (1);
3. The practice of departmental review and approval of the appropriateness of a proposed television offering shall be continued;
4. The class size limit of thirty-one shall not be exceeded unless the "break even point" for the class exceeds thirty-one students, and if so, class size shall be limited to the "break even point";
5. The "break even point" shall be calculated using the direct revenue (tuition and course fee) and direct costs (instructor's salary, instructor's retirement, television time cost, and cost of the course materials).

This Letter of Understanding shall expire with the Faculty Master Agreement.

FOR THE FACULTY FORUM: FOR THE COLLEGE:

LETTER OF UNDERSTANDING

A sub-committee of the bargaining teams shall conduct a study of the feasibility of using a Continuing Education Unit (CEU) concept for track placement purposes.

This study shall be completed by October 30, 1987.

FOR THE FORUM:

FOR THE COLLEGE:

APPENDIX R-2

Fringe Benefits Documentation Reference:

LETTER OF UNDERSTANDING

It is agreed by the parties that as soon as the new Certificates and Booklets for the appropriate insurance coverages are available, a reference document citing these Certificates and Booklets will be developed to serve as documentation of current benefits coverage.

FOR THE FORUM:	FOR THE ADMINISTRATION:
______________________________	______________________________
______________________________	______________________________

MEMORANDUM OF UNDERSTANDING

Should a Coordinator/Instructor have a problem regarding either the duties to be performed or the amount of time spent in the fulfillment of those duties, as defined in this Agreement, that Coordinator/Instructor should first raise the issue with the appropriate administrator.

If the Coordinator/Instructor and the Administrator cannot resolve the matter, the Coordinator/Instructor may request the initiation of a job study. Such request should be made to the Chief Negotiator of the Faculty Forum or his/her designee.

The Chief Negotiator or his/her designee shall meet with the Manager of Personnel Services or his/her designee to design the study. The data for the study will be collected and supplied by the affected individual(s) as directed by the study design.

Based upon the data collected, the negotiators or their designees shall attempt to resolve the issue(s) presented. Failure to do so will result in the matter being brought to the table during the next contract negotiations.

FOR THE COLLEGE

FOR THE FACULTY FORUM

Tax-Sheltered Annuities

1) The College will provide a second vendor of the Kemper Group.

2) Fidelity family of funds will be made available as soon as possible and no later than September 5, 1986.

3) The Manager of Personnel Services shall, by November 2, 1986, select one additional family of funds from among the following:

   20th Century

   Vanguard

   Strong

   Evergreen

   Scudder

   T. Price Rowe

FOR THE COLLEGE:

FOR THE FACULTY FORUM:

AGREEMENT

2yr

Between The
Board Of Trustees Of The St. Clair County Community College
Of The County Of St. Clair
And The
St. Clair County Community College District
Of The
Michigan Association For Higher Education

1985 - 1988

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ST. CLAIR COUNTY COMMUNITY COLLEGE

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2. An asterisk denotes that the definition of a term is listed under "Definitions" in Appendix N.

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LEGAL PREAMBLE

This Agreement is made this 8th day of August, 1985 by and between the Board of Trustees of St. Clair County Community College, hereinafter called the Board, and the St. Clair County Community College District of the Michigan Association for Higher Education, hereinafter called the Association.

Witnesseth:

Whereas, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, to negotiate with the Association as the representative of the College professional personnel, excluding the President and other administrators as defined by the Administrative Career Plan as adopted by the Board May 21, 1970, as amended, providing that the bargaining unit shall not be diminished by such amendment, with respect to hours, wages and terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the sole and exclusive negotiation representative for all college professional personnel on a full-time or adjunct basis, on leave, on a per diem basis, employed by the Board, excluding the President, and other administrators as defined by the College Career Plan*, as amended, providing that the bargaining unit shall not be diminished by such amendment, all of which collectively are designated as the bargaining unit. The term "Faculty", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the bargaining unit as above defined, and references to instructors shall include both male and female instructors. The terms "Professor" or "Instructor" shall apply to all members of the bargaining unit, which includes teaching technicians, paraprofessional instructors, instructors, Learning Resources Center faculty, and counselors.

B. The Board agrees not to negotiate with a faculty organization other than the Association for the duration of this Agreement.

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*The Administrative Career Plan was changed to College Career Plan on November 14, 1974.

ARTICLE II

Association and Faculty Rights

A. The Association on behalf of the faculty of the College, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by Act 379 of Public Acts of 1965.

B. The Association shall be supplied with reports or information prepared by the College for public distribution. This shall not preclude distribution of reports or information to the Association prior to public distribution where the Association may have a special concern. The Association shall pay the College for any expense involved in the preparation of information solely for Association use. Machine or machines to be used in preparation of Association materials will be designated by the College Business Office for use without charge.

C. The Association may use the buildings of the College for meetings and to transact Association business without charge, provided that there is no additional cost to the College. Additional costs will be absorbed by the Association with arrangements being made through the Business Office of the College prior to the meeting.

D. A bulletin board in the area of mail boxes located in the administrative office shall be designated for Association use. Use of intra-college information media and mail boxes for notices of Association business is authorized. Classroom and hallway bulletin boards may not be used for such notices. All such notices must carry a designation of the individual or group responsible for the notice.

E. The Board and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all faculty. No religious or political activities of any faculty member, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such faculty member. The provisions of this Agreement shall be applied in a reasonable and equitable manner and without regard to race, creed, religion, color, sex, marital status, or national origin.

F. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, color, sex, or national origin, and to seek to achieve full equality of educational opportunity for all students.

G. Consistent with Principle No. III, clause number four of the Code of Ethics of the Educational Profession, "The Association shall accord just and equitable treatment to all members of the profession and the exercise of professional rights and responsibilities, and support any unjustly accused and mistreated."

H. No faculty member shall be removed from the bargaining unit without his consent by having administrative or supervisory duties added to his position.

I. The Association may purchase supplies from the College through the use of requisition forms to the Business Office.

J. The College Directory, when published, shall include a listing of Association Officers if provided to the Director of Information Services by the Association.

K. All committees appointed by the President of the College which have faculty representation may have at the discretion of the Association at least one Association selected representative.

L. The President and designated representatives of the Association shall have released time, up to a combined total of fifteen days for Association business and conferences, during one college calendar year. No one individual may use more than ten days of the fifteen days allowed. The maximum number of consecutive days shall not exceed three days per individual. Local Association members serving on State Association committees shall be assigned a class schedule that will allow the member(s) to be away from the College without missing class time with students. This shall be done when the appropriate Dean has been notified by the mid-semester preceding the semester of the expected schedule change.

M. The Board will endeavor to consult with the Association on new or modified fiscal, budgetary or tax programs, or major revision of educational policy, which is proposed or under consideration.

N. The Association shall have the right to meet with all new faculty members during faculty orientation.

O. All full-time faculty members who are members of the Association or who are otherwise committed to the Association for the payment of membership dues or a service fee at the time of the ratification of this Agreement shall either pay the service fee or continue membership in the Association as a condition of employment. All full-time faculty members hired after the date of the ratification of this Agreement shall within thirty(30) days from the date of hire commit themselves to join the Association or pay a service fee to the Association as a condition of their continued employment.

The service fee to be paid shall be equivalent to the dues paid by members of the Association. Such payment may be authorization of dues deduction as provided in Article IV, or by direct payment for those faculty members obligated to pay Association dues or service fee. The failure to do so shall be just cause for discharge from employment.

1. The procedure in all cases of discharge for violation of this provision shall be as follows:

    a. The Association shall notify the faculty member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten(10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

    b. If the faculty member fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the faculty member's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.

    c. The Board, upon receipt of said charges, shall institute dismissal procedures as provided by Article V, Section Three. In the event of compliance at any time prior to the effective date of discharge, charges may be withdrawn by the Association. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or service fee.

2. All sums collected by the Board pursuant to the dues deduction or fee deduction authorization of a faculty member, shall be turned over to the Association within two(2) weeks from the date of collection.

3. The Association agrees to indemnify and to hold the Board harmless from any and all costs and damages which may be incurred or assessed against the Board or its members as a result of the dues deduction or dismissal pursuant to the requirements of this provision.

P. The Association shall receive Board agendas, agenda materials, and minutes, where possible, prior to all open Board meetings, and shall have, according to the By-laws of the Board, the right to address the Board regarding College business and agenda items.

ARTICLE III

Rights of the Board

A. The Board retains all rights, powers and authority exercised or had by it prior to the date hereof, except as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965.

B. The exercise of these rights, powers, authorities, duties and responsibilities by the Board shall be consistent with statutory and constitutional provisions and be consistent with the terms of this Agreement.

ARTICLE IV

Payroll Deductions

A. Payroll deductions for the following purposes may be made upon written authorization of faculty member or in accord with provisions herein.

1. Association dues (including State, Local and National association dues, assessments, or service fees).
2. Blue Cross - Blue Shield Premiums. (Family Continuation Rider)
3. Community Chest and other approved community enterprises.
4. Michigan Educational Special Services Association programs.
5. Northwestern Mutual Life Insurance Company and the Massachusetts Mutual Life Insurance Company plus carrier where a minimum of five faculty members will participate and any additional annuity companies of any new faculty members.
6. Educational Associates Credit Union.
7. U. S. Savings Bonds.

B. Such deductions shall be remitted, not less than monthly, by arrangement of the Director of Employee Services and the Association, for Association dues and MESSA premiums.

C. Educational Associates Credit Union deductions shall be transferred to the Credit Union normally within one(1) week after each payroll date.

ARTICLE V

Personnel Procedures for Faculty

Section One: General Provisions

A. All hiring and dismissal of faculty for the College shall be by the Board upon the recommendation of the President of the College. Every attempt will be made to hire the most qualified individual available and to assign each individual in terms of his/her preparation and experience. Procedures for recruiting, hiring, and assigning new personnel shall be found in Appendix P of this Agreement and shall be reviewed semesterly, if necessary, by the Deans in cooperation with the College Forum Appointments Committee, and submitted to the President for his approval. Appendix P of this Agreement shall be altered in the form of an addendum to reflect any policy modification resulting from the above review. The changes shall become effective at the time of the publication of the addendum.

B. At the time of their appointment all full-time faculty in liberal arts hired after August, 1980 shall have obtained their Master's Degree with a minimum of thirty (30) semester hours in discipline which they are required to teach. At the time of their appointment all vocational-technical instructors hired after 1980 must meet State and College vocational-technical instructor endorsement requirements according to Appendix C in the primary subject area they are hired to teach.

C. All adjunct faculty should meet full-time faculty qualifications at the time of hiring, whenever possible.

D. A full-time faculty member in liberal arts cannot obtain continuing status without completing a Master's Degree in the particular discipline within a five (5) year period from the time of hiring. The full-time faculty member in vocational-technical areas must meet college and state vocational-technical instructor endorsement requirements according to Appendix C in order to be initially hired; and, hence, to attain continuing status. Failure to do so shall constitute reasonable and just cause for termination of employment. At least sixty(60) days prior to the end of the fifth year a faculty member shall be notified of his/her failure to comply with the provisions of this paragraph. Termination shall be effective as of the last day of the tenth semester. Any faculty member who has been a probationary-status instructor for five or more years and has not attained continuing status by the effective date of this Agreement must attain continuing status within five(5) years of the ratification date of this agreement. This includes those faculty members set forth in Appendix N, Section A.

E. All faculty and administrative vacancies will be posted in a predetermined location in the administrative area. Notice of such vacancies shall provide fourteen(14) days time prior to the deadline of accepting applications to permit any qualified faculty member to make necessary application. The posting duration for adjunct and one-semester temporary-status vacancies may be modified by the appropriate Dean in those cases where circumstances necessitate said modification. A copy of each "Notice of Vacancy" shall be sent to the President of the Association.

F. Length of service in the College shall not be a determining factor in making assignment to any teaching or administrative position unless all other factors are equal.

G. No faculty member will be involuntarily retired prior to attaining age 70. A faculty member may complete the academic year in which he/she reaches his/her 70th birthday. The age limit may be extended to individuals by Board agreement from year to year.

H. There shall be one official personnel file for each faculty member. The faculty members shall have full access to and may have duplicated records kept in their files, except for professional credentials and letters of recommendation of a confidential nature provided prior to employment. Upon the written authorization of the faculty member, Association representatives as designated in writing by the Association President, may have the same access as provided the faculty member. The only records kept in this file shall be:

1. Professional credentials and letters of recommendation;
2. All evaluation material accumulated during the probationary period and through the continuing-status evaluation procedure;
3. Health records;
4. Current year leaves;
5. Transcripts of all college work;
6. Material from professional sources which faculty members wish to have included;
7. All materials providing the basis for discipline and/or dismissal;
8. Salary statements.

The faculty member shall be informed of material placed in his/her file after June, 1970, and shall be allowed to attach a statement to such material.

I. Any faculty member who assumes, or has assumed, administrative status may be subsequently returned to faculty status. The faculty member thus returning to faculty status shall resume only those rights, privileges and benefits that he/she had at the time of assuming administrative status unless as an administrator he/she had some teaching responsibilities. In which case his/her rights, privileges and benefits would accrue at a rate proportional to the number of contact hours taught in relation to the appropriate annual contact hours work load. No full-time faculty member shall be dismissed as a result of said return.

J. The President of the College may, for just cause temporarily suspend a faculty member from his/her work responsibilities with loss of pay, but without loss of any other professional rights. Notice of suspension shall be in writing, with copies to the faculty member and the Association President and shall include a statement of reasons for the disciplinary action taken. No faculty member shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause and due process as established in the provisions of this Agreement.

K. If, during a meeting in which a faculty member is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance, said faculty member deems it necessary to have Association representation, he/she may terminate the meeting and request a second meeting with an Association representative present.

Article V: Personnel Procedures for Faculty
Section Two: Faculty Status

A. Faculty members shall be classified as being adjunct or full-time faculty.

1. Adjunct Faculty

Adjunct faculty are those faculty members who augment the full-time probationary/temporary/continuing-status faculty members. Continuation of employment in their current position is not contractually guaranteed nor is the status of the position they hold intended to lead to probationary/temporary/continuing status. The five classifications of adjunct faculty are:

a. Adjunct Limited Status

If it becomes necessary to replace a full-time faculty member for a limited predetermined time, due to that member being on any type of leave outlined in Article VIII, Section Three, of this Agreement, then the administration and the Board may hire a full-time replacement for that individual for the duration of said leave. Hiring and selection of said replacement will involve consultation with the appropriate discipline/department Chairperson and Area/Division Administrator. The replacement shall, as a prerequisite of being employed, sign a contract limiting his/her period of employment with the College to the duration of the leave of the faculty member being replaced.

1) All provisions applicable to full-time compensation, fringe benefits, evaluation, and conditions of employment shall apply to the adjunct limited status faculty members.

b. Adjunct Regular

Faculty members who are employed at least one-half of the appropriate minimum load requirement for two successive academic years. Such status ends when the faculty member's load falls below said requirement for one academic year.

c. Adjunct Course-by-Course

Faculty members employed for specific courses but in sufficient load to qualify for (b) above.

d. Adjunct Clinical

Faculty members employed to teach clinical experiences for health related programs.

e. An adjunct staff member shall be defined as one who is employed as a Learning Resource Center (LRC) faculty member or counselor, working less than the minimum requirements for an annual workload and is hired on a semester-by-semester basis.

f. The following conditions shall apply to adjunct faculty (excluding adjunct limited status faculty):

1) All regular and clinical adjunct faculty who teach regularly every semester and carry at least one-half of a full load shall be allowed to purchase health care insurance through the College by paying the monthly premium in advance to the Office of Employee Services.

2) All adjunct faculty shall receive a tuition and contact hour fee waiver equal to the contact hour load they teach for St. Clair County Community College. This option shall be exercised within the semester of their employment, or the semester immediately following.

3) A handbook shall be given to all adjunct faculty with departmental addendums.

4) All regular adjunct faculty will attend a College-wide orientation with some orientation on the departmental level. All regular and clinical adjunct faculty shall attend departmental meetings as required.

5) Adjunct faculty shall be evaluated regularly as provided in Article V, Section Four, A to insure adequate quality of instruction.

6) The institution will not use adjunct faculty for more than 35% of the faculty contact hours taught in the college credit division.

7) Each major division should work toward using adjunct faculty in the range of 10% minimum and 50% maximum of the faculty contact hours taught in the college credit division.

8) No full-time faculty member will be staff reduced in order to reach the optimum adjunct percentage. In departments where no adjunct instructors work, when vacancies occur, adjunct instructors should be considered.

2. Full-time Faculty

   a. Temporary-status Faculty

      1. A temporary-status faculty member shall be defined as a full-time faculty member hired on a yearly contract that may be terminated or renewed at the discretion of the Board.

      2. Temporary-status faculty employment may continue for three successive one-year periods. Such status may be terminated at the end of any one-year period without recourse to the grievance procedure. Notification shall be issued at least sixty(60) calendar days prior to the end of the contract year.

(a) A new faculty member hired as a temporary-status faculty member shall be evaluated using the same evaluation forms and process as probationary-status faculty members. By the end of the fifth full semester of employment, the Board shall determine whether to continue such faculty member's employment or to terminate the same at the end of the sixth full semester.

If the decision is to terminate such employment, the appropriate Dean shall notify the temporary-status faculty member of this fact within ten(10) days of the close of the fifth full semester. If the decision is to continue the employment of such a faculty member, then the evaluation committee for such faculty member shall meet ninety(90) calendar days prior to the end of the sixth full semester and make a determination as provided herein if the said faculty member has achieved a satisfactory level of professional performance. The decision, if affirmative, shall result in a recommendation to the Board for continuing status and full-time employment, effective at the commencement of the next fall semester.

(b) If, however, the decision is that the faculty member has not obtained this satisfactory level of performance herein defined, he/she shall at the time be notified of this fact in accordance with the provisions of this Article and this fact shall provide a reasonable and just cause for termination of employment at the end of the sixth full semester of employment, subject to the review procedures provided in Section Three of this Article and other applicable provisions herein.

b. Probationary-status Faculty

1. A probationary-status faculty member shall be defined as a full-time faculty member on a renewable contract to replace a full-time faculty member or to fill a new full-time position.

2. A new faculty member hired on probationary-status shall be classified as a probationary-status faculty member for his/her first two years of employment.

   (a) During their first year of employment, dismissal shall become effective as of the last day of the academic year during which notification of dismissal was issued. Such notification shall be issued at least sixty(60) calendar days prior to the end of the academic year. If employed for the first time for the second semester of the academic year, a probationary faculty member's dismissal shall become effective as of the last day of the first semester of the ensuing academic year and notice shall be issued at least sixty(60) calendar days prior to the last day of the first semester in which he/she was hired.

   (b) A first-year probationary-status faculty member may be released at the times provided herein without recourse to the grievance procedure.

   (c) During the second year, or in cases where a third probationary year is given, dismissal shall be effective as of the last day of the academic year, during which such notification was given prior to ninety(90) calendar days before the end of said year. If such notification is given less than ninety(90) calendar days from the end of the said year, then termination of employment shall be effective as of the last day of the following semester.

   (d) No faculty member under probationary status shall be suspended from duties during the academic year, except for reasonable and just cause. In these instances, suspension by the President may be immediate and shall be made in writing (with a copy to the President of the Association) and the issue may be resolved through the usual grievance procedure, if desired, commencing at Step 1 of the Formal Level. Pay will be continued during the processing of any grievance up to a maximum of thirty(30) days.

   (e) If, at the end of the third full semester of employment, said faculty member has attained the satisfactory level of performance herein defined, he/she shall at that time be notified of that fact in accordance with the provisions of this Article and shall be automatically recommended for continuing status effective at the end of his/her fourth full semester of employment except for extensions as provided by this Agreement.

(f) If, however, at the end of the third full semester of employment, said faculty member has not attained the satisfactory level of performance herein defined, he/she shall at that time be notified of this fact in accord with the provisions of this Article and this fact shall provide a reasonable and just cause for termination of employment effective at the end of the fourth full semester of his/her employment, except for extensions as provided by this Agreement and subject to the review procedures provided in Section Three of this Article.

c. Continuing-status Faculty

1. A continuing-status faculty member shall be defined as a faculty member who has permanent status, which shall be termed tenure status if a state-wide Community College Tenure Act is passed during the duration of this Agreement. See Appendix B for the names of continuing-status faculty members as of the effective date of this Agreement.

2. Dismissal effectuation provisions (Article V, Section Three) for continuing-status faculty member shall become effective as of the last day of the academic year during which notification of dismissal was issued.

   If such notification is given less than ninety(90) calendar days from the end of the winter semester, then termination of employment shall be effective as of the last day of the following semester.

3. Faculty Rank/Designation

   a. The purpose of faculty rank/designation is for use in publications, correspondence, and other related areas.

   b. All full-time faculty shall be granted the rank/designation of "Professor" concommitant with the awarding of continuing status as described elsewhere in the Agreement.

   c. Those faculty members who desire to use an alternative designation appropriate to their area of expertise may use instructor, teacher, or faculty.

   d. All other full-time and adjunct faculty members shall be designated instructor.

4. Faculty Emeritus

   a. Retired faculty members shall be granted the status of Faculty Member Emeritus.

b. This status shall include the following rights:

1. Inclusion on the college mailing list for announcements and invitations to college activities.

2. Free admission to all college sponsored activities to the extent available to the full-time faculty.

3. At their request, a mailbox in the full-time faculty mailbox area.

B. If a faculty member wishes to resign at the end of any semester, he/she shall give notice in writing as soon as possible, but no later than sixty(60) calendar days before the end of the semester.

C. A faculty member's employment may be terminated by mutual consent between the faculty member and the Board at any time.

Article V: Personnel Procedures for Faculty

Section Three: Faculty Dismissal Provisions

Full-time faculty members except for temporary status faculty members shall not be dismissed except in accord with the dismissal provisions of this Agreement which have been agreed to in order to establish an adequate, fair procedure that guarantees to protect both the instructor and the Board and its representatives.

A. Dismissal shall be defined as termination of employment by the Board. No faculty member shall be dismissed except for reasonable and just cause and in accord with the provisions of this Agreement.

B. Prior to a Dean's recommending termination of a continuing status faculty member on the basis of competency, the procedure for evaluation outlined in Section Four, E, of this Article shall be implemented by the Dean.

C. Dismissal procedures shall be initiated by the President of the College, who shall issue "notification of intent to recommend dismissal" which shall be in writing and shall include a complete statement of charges and reasons for the dismissal recommendation; except where the President's decision to recommend dismissal is based on the probationary committee's determination of unsatisfactory performance, then notice of the committee's determination shall be sufficient notice of the statement of charges and reasons for dismissal. Copies of the notification shall be sent to the faculty member involved, the respective Dean, the President of the Association and the Board.

D. The President of the College may temporarily suspend from his/her work responsibilities the faculty member who has been notified of intent to recommend dismissal in accordance with Article V, Section One J. If the Board, in accord with the provisions of this section, determines to dismiss said faculty member, the suspension shall be in effect until the appropriate dismissal date. If, however, the Board determines not to dismiss said faculty member, then the suspension shall immediately be revoked and any loss of pay reimbursed.

E. If a faculty member is notified by the President of the College, as set forth above, that the President intends to recommend dismissal to the Board, the following review process shall be initiated:

1. Informal Level - The faculty member may within seven(7) calendar days, excluding vacation breaks, from the date of receipt of such notice of intent to recommend dismissal, request an informal meeting with the President of the College. This meeting shall include the President of the Association, one designated representative of the Association and the faculty member. The purpose of this meeting shall be to endeavor to reach a satisfactory agreement by both parties. If a satisfactory agreement cannot be concluded, the faculty member may proceed to Step Two within ten(10) calendar days, excluding vacation breaks. In the event that the faculty member does not request such meeting, he/she shall have the right to proceed to Step Two within seventeen(17) calendar days, excluding vacation breaks, from the date of the receipt of such notice of intent to recommend dismissal.

2. Formal Level - If the faculty member is not satisfied with the results from the informal level, such faculty member may request a hearing before the Board stating his/her answers to the charges prior to the Board action on the recommendation of the Administration. Such faculty member shall notify in writing the Secretary of the Board requesting such hearing within ten(10) calendar days, excluding vacation breaks, from the conclusion of the informal level, or within seventeen(17) calendar days, excluding vacation breaks, from the date of the receipt of the notice of intent to recommend dismissal. The procedures applicable to such hearing shall be as follows:

    a. The notification of intent to recommend dismissal shall constitute the sole basis of this hearing.

    b. The faculty member shall be entitled to representation, including legal counsel if desired, the right to cross examine all witnesses, and to face and examine all those holding executive, administrative and supervisory positions having knowledge of the facts.

    c. The hearing shall be concluded within twenty(20) calendar days from the date of start of hearing.

    d. The Board shall notify the faculty member and the Association of its decision within ten(10) calendar days after the conclusion of the hearing.

    e. Should the Board's decision be for termination of employment (except for first year probationary-status instructors and temporary-status instructors), the faculty member, through the Association may appeal the decision to binding arbitration as provided in the grievance procedure.

f. In the event that it shall be finally determined that a suspension or termination of any faculty member was without reasonable and just cause, the faculty member shall be reinstated unconditionally on appropriate status and reimbursed for any compensation lost.

3. In the event that the President has notified the faculty member, as provided above, of his/her intention to seek dismissal and such faculty member has not within the time limit provided above sought review by the informal level or review by formal level within the time limits provided, then recommendation of the President shall go to the Board for its action without a review hearing. In the event that the Board's determination is for termination, the Association, except for first year probationary-status faculty members, shall have the right to take such decision to binding arbitration as provided in the grievance procedure.

   In the event that the final determination shall be that the suspension or termination of the faculty member is not upheld, the faculty member shall be reinstated on the same status as at the time of suspension or termination and reimbursed for any compensation lost to the extent provided by the arbitrator's decision.

4. The time limits provided for in this section may be extended by mutual consent.

Article V: Personnel Procedures for Faculty
Section Four: Faculty Evaluation

A. Adjunct instructors shall be periodically evaluated to determine whether they have attained a satisfactory level of professional performance, to promote instructional improvement, and to determine if contractual obligations are being fulfilled. The provisions for adjunct instructor evaluation are as follows:

1. There shall be one classroom visit (or equivalent) per semester per preparation taught by the adjunct instructor. If an instructor is employed over a period of several semesters, evaluation shall continue up to a minimum of two(2) semesters. This provision applies only to new part-time instructors hired after August, 1974, unless the Dean, Division Administrator, Department Chairperson deem otherwise.

2. The committee for the classroom evaluation (or the equivalent) of an adjunct instructor will be coordinated with the appropriate Dean, and shall be conducted by the Division Administrator in cooperation with the Chairperson, coordinator or continuing status faculty member selected by the coordinator using the probationary-status instructor evaluation forms found in Appendices E-1 and E-2. When these forms are not applicable, deviations may be arranged by mutual consent between the instructor, the discipline representative, and the appropriate Dean.

3. A meeting with the adjunct instructor shall be held within five(5) days after each evaluation. The purpose of the meeting shall be to present the adjunct instructor with copies of all evaluation material, and suggest ways to improve professional performance. The adjunct instructor shall, if he/she disagrees with these records, have the right to have his/her written reasons for such disagreement attached thereto. A-2 and A-3 above may be conducted simultaneously.

4. The student evaluation form, which appears in Appendix D, shall be used in each class taught by the adjunct instructor. The results of the student evaluation forms are to be assessed by the instructor and discussed with the committee. The forms shall be furnished by the Board.

5. The appropriate Dean, in review with the committee, shall decide whether or not the instructor has attained a satisfactory level of professional performance and is eligible for future employment.

6. In no event shall evaluation procedures set forth above be determined to grant continued status to any adjunct instructor. Adjunct instructors may be released at the end of their contractual period without recourse to the grievance procedure.

B. Temporary-status and probationary-status instructors shall be periodically evaluated to determine whether they have attained a satisfactory level of professional performance, to promote instructional improvement, and to determine whether contractual responsibilities are being fulfilled. The provisions for determining whether or not an instructor shall be placed on continuing status shall not apply to temporary-status instructors. The procedures for temporary-status and probationary-status instructor evaluation shall be as follows:

1. Each probationary instructor shall have a Probationary-instructor Committee referred to herein as the "Committee", composed of the Dean, Division Administrator or Director, one continuing-status faculty member who teaches in the same discipline or is a fellow counselor or fellow LRC faculty member, coordinator or chairperson, and one additional faculty member who is a member of the Association. In disciplines with fewer than three full-time members, the faculty member will select a coordinator and/or continuing-status faculty member from another related discipline. Members of this committee shall be selected no later than September 15 of the first semester of the probationary instructor's employment. One (1) of the faculty members shall be selected by the probationary instructor and the other by the Association Executive Board.

2. When possible, the fellow faculty member shall serve on this committee throughout the probationary-status instructor's probationary period.

3. The probationary-status faculty member's committee shall have the responsibility for:

   a. observing and evaluating his/her professional performance, herein defined;
   b. reporting and explaining their observations and evaluations;
   c. aiding in improving his/her professional performance;
   d. determining if he/she has, by the end of the third full semester, attained a satisfactory level of performance except where extended as provided herein.

4. The evaluation of the probationary-status instructor's performance shall be based on:

   a. For teaching faculty: one joint classroom visit each full semester by the committee. When requested by either the the instructor or any one of the committee, additional visits shall be undertaken.

   The evaluation forms as shown in Appendix E-1 shall be used for these evaluations. If necessary, faculty members may be relieved of their normal professional responsibilities other than class time in order that they might attend these meetings. When the situation does not lend itself to joint classroom visits, deviation can be allowed provided the probationary instructor's committee and the instructor mutually agree to any departure from the accepted model. The Division Administrator or Director will be chairperson of this committee.

b. For counselors and LRC faculty: Recognizing the unique problems created in evaluating the professional performance of counselors and LRC faculty, the Director of Counseling and Testing and the Director of Learning Resources respectively have developed procedures and evaluation forms as shown in Appendices F-1, 2 and G.

c. Open observation and contemporaneous anecdotal records of faculty-administrative relationships and faculty fulfillment of contractual responsibilities shall be made at the end of each of the first three (3) semesters by the Dean, Division Administrator or Director and occasionally by the other committee members using the appropriate forms as shown in Appendix E-2.

5. A meeting with the probationary instructor shall be held within five (5) College days after each joint classroom visit evaluation at times convenient for all persons involved. The purpose of these meetings will be to present the probationary-status instructor with copies of all evaluation material accumulated since the preceding meeting (or since employment for the initial meeting), to discuss and explain such material, and to suggest in writing ways in which the probationary instructor could improve his/her professional performance. The probationary-status instructor shall, if he/she disagrees with these records, have the right to have his/her written reasons for such disagreement attached thereto. If necessary, faculty members may be relieved of their normal professional responsibilities other than class time in order that they might attend these meetings.

6. During the final full class week of the probationary instructor's first, second, and third full semesters of employment, his/her committee shall meet with him/her and inform him/her of their determination regarding whether or not he/she has attained a satisfactory level of performance. The committee's decision, if affirmative, must be by a majority vote and shall be based solely on the evaluation material accumulated during the probationary-status instructor's employment. This decision, if affirmative, shall result in the recommendation to the Board for continuing status effective the final day of the fourth full semester of employment; if negative, shall provide cause for dismissal at the end of the fourth full semester of employment.

This committee must arrive at a decision. The Dean or three (3) other members of the committee may decide to extend the probationary period two (2) additional full semesters. In the event the probationary period is extended, the decision for recommendation for continuing status or dismissal will be made at the end of the fifth full semester of employment.

7. The student evaluation form, which appears in Appendix D, shall be used by the probationary instructor in every class in each of his/her first three(3) semesters of employment unless there is an extension of the probationary evaluation period as provided in this Article. The results of the student evaluation forms are to be assessed by the instructor and discussed with the evaluation committee. The forms shall be furnished by the Board.

8. The procedures used for evaluating temporary-status instructors will be the same as those for probationary-status instructors. However, the determination for continued employment shall be as contained in Section Two-A-2-b above.

C. To promote instructional improvement and to determine whether contractual obligations are being fulfilled, continuing-status faculty members shall be evaluated once every five(5) years commencing with the agreement ratified in August, 1974. The discipline shall determine its system of rotation. Should the discipline deem it desirable, additional evaluation may be done.

1. Procedure for evaluating continuing-status teaching faculty:

    a. The procedure will be implemented after mid-semester and completed no later than during the week before final examinations at the end of the semester.

    b. The faculty member completes one(1) self-evaluation CSI-2 form (Appendix H-2). The completion of this form, CSI-2, shall precede the completion of the CSI-1 forms (Appendix H-1). Form CSI-2 is the property of the faculty member with the information on the form to be made available at the discipline/department discussion session.

    c. CSI-1 forms will be used in all the faculty member's classes. The section number must be written on each CSI-1 form in the upper right hand corner. The filled-in forms will be submitted by the faculty member to Data Processing for processing or processed by the faculty member. The faculty member receives the only copy of the results, an overall summary for each section, from Data Processing. The CSI-1 evaluation forms are the property of the faculty member and are returned from Data Processing. Information from the tabulation of the forms may be requested at the discipline discussion session.

    d. CSI-3 (Appendix H-3) is the responsibility of the Coordinator. (When the Discipline Coordinator is being evaluated, the Chairperson is responsible for CSI-3). This should be completed no later than the twelfth week of the semester. The discipline as a whole shall approve the summary form following the faculty member/discipline meeting. The original form is maintained in the Coordinator's file with a copy to the person being evaluated.

e. CSI-4 (Appendix H-4) is the responsibility of the Area/Division Administrator. This should be completed no later than the fourteenth week. The original form is maintained in the Coordinator's file with a copy to the person being evaluated.

f. All appropriate forms (CSI-1 summaries, CSI-2, CSI-3 and CSI-4) are presented by the faculty member to the Coordinator, Chairperson, Division Administrator and the Dean at the summary session. The CSI-5 (Appendix H-5) will be completed by the Dean with copies being sent to all persons involved and the original copy being filed in the faculty member's personnel file. The CSI-5 summary form is filed in the personnel file and remains on file until, or unless, the evaluation program is discontinued.

g. Because the appropriate Dean's involvement in the continuing-status evaluation is that of an impartial collector and summarizer of the process as described in paragraph 1.f., above, he/she shall not enter the evaluee's classroom for observation during the duration of the continuing-status evaluation.

2. Procedures for evaluating continuing-status counselors:

a. Form CSC-1 (Appendix J-1) will be sent to every third counselee who appears on the counselor's appointment register for that semester, who has been interviewed by said counselor for academic, vocational and personal concerns. The CSC-1 will be returned to the counselor, who will summarize them and present the results at the summary evaluation meeting. Form CSC-1 is the property of the counselor with the information on the form to be made available at the Director's discussion session.

b. Form CSC-2 (Appendix J-2) will be completed by the Director of Counseling and Testing. A copy of this evaluation shall be given to the counselor and is to be presented at the summary evaluation meeting. The original form is maintained in the Director's file.

c. Form CSC-3 (Appendix J-3) will be completed by the Director of Counseling and Testing. The discipline/department as a whole shall approve the summary following the instructor discipline/department meeting. A copy of this evaluation shall be given to the counselor and it is to be presented at the summary evaluation meeting. The original form is maintained in the Director's files.

d. Form CSC-4 (Appendix J-4) will be completed by the Director of Counseling and Testing. A copy of this evaluation shall be given to the counselor and is to be presented at the summary evaluation meeting. The original form is maintained in the Director's files.

e. All appropriate forms (summary of CSC-1's, CSC-2 and CSC-3) are presented by the counselor to the Dean of Student Affairs and the Director of Counseling and Testing at the summary meeting. CSC-4 will be completed by the Dean with copies being sent to all persons involved, and the original copy being filed in the counselor's personnel file. The CSC-4 summary form is filed in the personnel file and remains on file until, or unless the evaluation program is discontinued.

3. Procedures for evaluating continuing-status LRC faculty members shall be:

   a. The procedure will be implemented after mid-semester and completed no later than during the week before final examinations at the end of the semester.

   b. The LRC faculty member completes one self-evaluation CSL-1 (Appendix I-1) form. The completion of this form, CSL-1, shall precede the completion of the CSL-2 form. CSL-1 is the property of the LRC faculty member with the information on the form to be made available at the Director's discussion session.

   c. CSL-2 (Appendix I-2) forms will be made available to clients by the LRC faculty member. However, the number of completed client forms shall be sixty-five (65) to include faculty, students, and others as determined by the instructor. The completed CSL-2 forms are to be collected by the said LRC faculty member who will summarize them, and present the results at the evaluation meeting. CSL-2 forms are the property of the LRC faculty member.

   d. Form CSL-3 (Appendix I-3) will be completed by the Learning Resources Center Director. The LRC faculty department as a whole shall approve the summary following the meeting.

      A copy of this evaluation shall be given to the LRC faculty member and is to be presented at the summary evaluation meeting. CSL-3 will be maintained in the Director's file.

   e. Form CSL-4 (Appendix I-4) will be completed by the Learning Resources Center Director. A copy of this evaluation shall be given to the LRC faculty member and is to be presented at the summary evaluation meeting. CSL-4 will be maintained in the Director's file.

   f. All appropriate forms (CSL-1), summary of CSL-2, and CSL-3) are presented by the LRC faculty member to the Dean and the Learning Resources Center Director at the summary session. The CSL-4 will be completed by the Dean with copies being sent to all persons involved, and the original copy being filed in the LRC faculty member's personnel file. The CSL-4 summary form is filed in the personnel file and remains on file, until, or unless, the evaluation program is discontinued.

D. Instructional evaluation of an administrator teaching part-time:

1. To evaluate the classroom work of an administrator who teaches, a "committee" will be formed with the following:

   a. The Dean of his area;

   b. An administrator of equal rank from another instructional area;

   c. A faculty member from the discipline where the administrator teaches. The faculty member will be selected by the administrator.

2. The "committee" will be chaired by the respective Dean. Forms used for the evaluation will be the same as those used to evaluate probationary staff.

3. Administrators who came from the faculty and were on continuing status will be evaluated periodically as if they were on continuing status. Administrators who did not come from continuing status within the institution will be evaluated for three(3) consecutive semesters in each discipline in which they teach and after that as determined by the Dean or equal to the frequency of continuing staff. New teaching administrators must receive a favorable vote from the "committee" after each evaluation to continue teaching in the discipline.

E. If, in the opinion of the Dean, further evaluation of continuing-status faculty member is justified, or if any of the appropriate evaluation forms evidence a need for further evaluation, the Dean may initiate the following procedure for evaluation.

The purpose will be to improve the faculty member's professional performance and to determine whether said faculty member shall be considered for termination of employment. The Dean, with the faculty member, shall:

1. Review the instructional objectives for all courses the faculty member teaches.

2. Discuss with the faculty member and record any and all complaints against the faculty member and keep an anecdotal record in the faculty member's personnel file. The faculty member is free to attach any explanation or rebuttal to his/her record.

3. The Dean may review such other information, reports, and criteria as shall be relevant.

4. The Dean may visit the faculty member's classes periodically notifying the faculty member in advance. If the faculty member so requests, a committee similar to the probationary-faculty member's evaluation committee may be made up to visit the faculty member's classes in addition to the Dean's visitation.

5. At the end of the fall semester, a decision shall be made by the Dean as to a recommendation for termination. If the decision is for termination of employment, the procedure of Article V, Section Three, shall be implemented in the winter semester.

F. The President of the College shall reconstitute a committee to review the evaluation procedures as contained in this Agreement. This committee shall explore the feasibility of developing normative data on faculty performance, colleagial evaluation of continuing status faculty, assistance groups for faculty improvement, and objective criteria for diagnosing faculty difficulties. This committee shall be composed of four(4) administrators, appointed by the President of the College, and four(4) faculty members, appointed by the President of the Association. The results of their review and recommendations shall be supplied to the President no later than the end of winter semester, 1986. If the committee arrives at any recommendations to deal with any of the above issues, these recommendations shall be presented to the College and to the Association for consideration and possible ratification and amendment to the contract.

Article V: Personnel Procedures for Faculty
Section Five: Faculty Reassignment and Split-Discipline Assignment

A. Reassignment or split-discipline assignment of a faculty member from one discipline to another may be granted by the appropriate Dean. These discipline assignments may also be initiated by the Dean, subject to the consent of the instructor involved.

B. Reassignment or split-discipline assignment may be considered only when there are overload, part-time load, or off-campus courses available within the discipline.

1. If this reassignment is the result of an avoidance of any staff reduction, any overload, part-time load, or off-campus courses within the discipline may be reassigned.

2. The faculty member so affected will indicate his/her preference, which will be honored to the extent possible, as determined by the Dean of Instruction.

3. If reassignment is strictly voluntary and not necessary, the Dean, in consultation with the discipline, will decide whether or not to allow the reassignments.

4. A faculty member granted a split-discipline assignment or reassignment shall receive a letter of assignment, indicating the credit hours accepted as qualification for the assignment and all conditions which must be met before the assignment becomes permanent.

C. Minimum educational standards and/or work experience for professional reassignment and/or split-discipline assignment shall be:

1. Completion of a minimum of minor equivalent (18 semester hours or 6 courses, whichever is appropriate as determined by the Dean) upon entry to the new discipline. In the case of vocational/technical courses, the faculty member must be eligible for State and College vocational-technical endorsement. In the case of multi-discipline courses, the faculty member must qualify to teach in at least one of those disciplines.

2. By the beginning of the second year of professional reassignment, the faculty member must have completed an additional two(2) courses, acceptable to the Dean in consultation with the Coordinator. (This may be waived by the Dean of Instruction in cases involving vocational-technical endorsement.)

3. By the end of the fifth year of reassignment, the faculty member must have completed the equivalent of fifteen(15) graduate semester hours or a Master's Degree within the discipline or, when applicable, be vocationally endorsed. The faculty member must receive approval from the Dean in consultation with the coordinator for this work.

D. When a full-time faculty member is reassigned or given a split-discipline assignment, the faculty status is carried with him/her. However, the faculty member must undergo one(1) year of evaluation in the new assignment using the appropriate probationary-status instructor evaluation form, as found in Appendix E-1, F-1 or G. If said evaluation is negative (using probationary evaluation standards) the faculty member is no longer eligible for assignment to that discipline.

Article V: Personnel Procedures for Faculty

Section Five: Faculty Reassignment and Split-Discipline Assignment (con't)

E. The reassigned faculty member retains all priority rights within his/her original discipline and automatically enters the priority rotational system of the new discipline at the bottom level. It shall be the responsibility of the discipline/department to set up the priority system, in consultation with the Dean and/or Area/Division Administrator, for that discipline/department.

F. Faculty teaching in more than one discipline prior to the 1974-76 Agreement are excluded from Article V, Section Five, except Paragraph E and may continue to teach in those disciplines in which they had previously taught.

G. Faculty reassigned to a discipline prior to the 1978-79 Agreement are excluded from Article V, Section 5, Paragraph C, and are subject to the guidelines of educational standards and/or work experience that were effective at the time of the faculty member's reassignment.

Section Six: Staff Reduction

A. The Board may make adjustments in staff for appropriate reasons. The President shall identify in writing the reasons and rationale for such adjustments. Proposed adjustments of staff by the administration relative to this provision shall be preceded by meetings with the Association President, members of the affected discipline, and the College Forum Budget Committee to hear their concerns, information and/or objections. Written reasons and rationale shall be made available to the Association at least two(2) weeks prior to the above meetings.

1. The Board's decision on staff reduction shall be announced no later than April 1.

2. This decision shall become effective on the first day following the last day of the winter semester.

3. Before any full-time staff positions are reduced, all adjunct positions in the affected discipline shall be cancelled and those duties assigned to faculty members, if qualified, in accord with the provisions of this Agreement.

4. In making its decision on the staff reduction, the Board shall determine the discipline in which the reduction shall be made. Once determined, the reduction shall be accomplished in accordance with Paragraph B below.

B. The provisions for carrying out the Board's staff reduction decision shall be:

1. Faculty members subject to said decision shall be placed on an "involuntary leave-of-absence", as defined in Appendix N, paragraph B, by the College President, effective the first day following the last day of the winter semester.

2. No faculty member shall be placed on such involuntary leave-of-absence unless he/she has been notified in writing by the College President of this action on or before April 1.

3. The criteria for determining which adjunct, temporary, and probationary-status faculty shall be placed on involuntary leave shall be:

   a. Adjunct faculty in a discipline by inverse order of date of initial active employment within the discipline.

   b. Temporary-status faculty in a discipline by inverse order of seniority within the discipline.

   c. Probationary faculty in a discipline in accord with provision B-4 below, except that B-4-b shall not apply.

4. The criteria for determining which continuing-status faculty members are placed on involuntary leave-of-absence shall be in the following order of descending priority: these criteria shall be applied in a successively exclusive manner so that a criterion shall be utilized only if the preceding criterion or criteria are equal:

   a. Years of seniority.

   b. Date of first semester of placement on continuing status.

   c. Educational level attained, in the following descending order of importance: MA/MS + 60 or Doctorage; MA/MS + 40; MA/MS + 20; MA/MS; BA/BS; No degree.

   d. The number of years of credit granted by the College on the salary schedule at the date of initial hire including teaching and/or non teaching experience.

   e. The total number of documented years of teaching and/or equivalent teaching experience.

   f. The Dean, upon recommendation of the discipline, will make a decision.

5. Split-discipline assignment

   In cases where a faculty member teaches in more than one discipline, the discipline in which his/her seniority resides shall be determined as follows:

   a. When the split discipline assignment is the result of reassignment, the seniority of the faculty member concerned shall reside in the discipline where he/she teaches the majority of his/her workload since reassignment. In determining the majority of workload, the time since reassignment shall not exceed the last four (4) years.

      (1) If a faculty member's teaching load is equally split among disciplines, he/she shall choose which of the disciplines in which his/her seniority resides.

   b. When the split-discipline assignment is the result of a discipline having been split into two or more new disciplines, the faculty member shall have full seniority in all disciplines created from the original discipline, providing he/she meets the minimum qualifications as defined in Article V, Section Five, C.

   c. When the split discipline assignment is the result of being hired to teach multiple disciplines, the seniority of the faculty member shall reside in each of these disciplines.

d. When the split discipline assignment is the result of circumstances other than a., b., or c. above, the faculty members seniority shall be as in a. above, providing he/she meets the minimum qualifications to teach as defined in Article V, Section Five, C.

6. A staff-reduction cirteria list of faculty members, utilizing the above criteria, shall be compiled and submitted to the Association for verification. Once this list has been mutually accepted by the Board and Association, it shall be included in the Agreement as Appendix S. This list shall be updated each semester.

C. If a faculty member is placed on an involuntary leave-of-absence, the following provisions regarding reinstatement shall apply:

1. A committee comprised of the Dean of Instruction, the appropriate Division Administrator, appropriate department Chairperson, a faculty member appointed by the Association, and the faculty member placed on involuntary leave-of-absence shall meet by June 30th following the notification of placement on involuntary leave of absence. This committee shall review each individual case in light of the remaining provisions of Section Six as stated below.

2. Reinstatement of faculty members who are on involuntary leaves-of-absence shall be in inverse order of their placement on such leaves; if circumstances arise in which more than one faculty member qualifies for an opening, then reinstatement shall be in the same manner as provisions three(3), four(4), and five(5) as stated above.

3. No new appointments shall be made while there are available faculty members on involuntary leaves of absence who are qualified to fill vacancies, unless such faculty members shall refuse such appointments.

4. A faculty member who returns from an involuntary leave-of-absence shall be placed at the position on the salary schedule and the status classification where he/she would have been if the leave had not been required, but in no event shall such salary position and status classification exceed a two-year increment respectively.

5. A faculty member on an involuntary leave of absence shall be entitled to reinstatement under the provisions of this paragraph according to the conditions and for the time period specified in subparagraphs a, b and c, below. The notice of such potential reinstatement shall be offered in a letter of intent by certified mail with return receipt requested at least 30 days prior to the date of reinstatement. The faculty member shall accept or reject such offer of reinstatement within seven days of receipt of such notice. If a faculty member fails to respond within seven(7) days, the faculty member shall be deemed to have rejected the offer of reinstatement. However, this failure to respond will not effect the faculty member's right to subsequent recalls according to the provisions below.

a. A faculty member shall be entitled to reinstatement to the discipline(s) from which he or she is on involuntary leave of absence for a period of four(4) years from the effective date of the commencement of the involuntary leave of absence.

b. A faculty member shall be entitled to reinstatement to a discipline(s) other than the discipline(s) from which the faculty member is on involuntary leave of absence for a period of four(4) years from the effective date of the commencement of the involuntary leave of absence provided that the faculty member has at least the equivalent of a bachelor's degree with thirty(30) semester hours in the new discipline(s) to which the faculty member is to be assigned.

c. A faculty member shall be entitled to reinstatement to a split-discipline assignment or reassignment as defined in Article V, Section Five for a period of two(2) years from the effective date of the commencement of the involuntary leave-of-absence.

D. If a faculty member is placed on an involuntary leave-of-absence, the following provisions regarding reassignment shall apply.

1. If a faculty member affected by said decision meets the teaching qualification in a discipline or disciplines other than that within which he/she is teaching, and, if a position is open in such discipline or disciplines, then this faculty member has the right to fill this opening before a new faculty member. If while on an involuntary leave-of-absence a faculty member pursues additional course work and qualifies for a teaching position which is open in another discipline, he/she shall be transferred to that discipline in accord with the reinstatement provisions of this Agreement.

2. If the unusual circumstances arise in which more than one faculty member is covered by the preceding provision, then the criteria for determining which faculty member shall fill said opening shall be in the same manner as stipulated in provision B, four(4) above.

E. The College agrees to offer part-time employment to full-time, continuing status faculty members on involuntary leave of absence under the following conditions:

1. A faculty member on involuntary leave of absence shall have the first right to any part-time or overload classes in the faculty member's discipline.

2. A faculty member on involuntary leave of absence shall have the first right to any part-time or overload classes in other discipline(s), providing the faculty member has at least thirty(30) semester hours in each discipline(s) where such classes are sought. In the case of vocational/technical courses, the faculty member must meet the qualifications for vocational/technical endorsement.

3. The right to overload classes as defined in Article VI, Section One, G-9, d., shall be subordinated to the right of a faculty member on involuntary leave-of-absence to be employed part-time.

4. A faculty member on an involuntary leave-of-absence shall have first preference for part-time or overload classes available prior to any full-time faculty member who is not on involuntary leave-of-absence. Should more than one faculty member on an involuntary leave-of-absence seek part-time employment, seniority shall prevail.

5. The faculty member on involuntary leave of absence shall advise the Dean of Instruction that he or she is interested in obtaining part-time employment. Such notice shall be not less than 30 calendar days prior to the commencement of any semester for which the faculty member seeks part-time employment. Such notice shall include the telephone number at which the faculty member, or faculty member designee, can be located.

6. In the event part-time or overload classes are available, the Dean or his/her designee shall notify the faculty member or his/her designee as soon as possible prior to commencement of classes. The faculty member shall either accept or reject the offer of part-time employment and shall advise the Dean or his/her designee of the faculty member's decision as soon as possible but no later than 8 hours after notification by the Dean or his/her designee.

7. In the event that a full-time, continuing status faculty member subsequently has a class cancelled pursuant to the provisions of this agreement, then the part-time employment offer may be withdrawn by the Dean to make up a full load for the continuing status faculty member who is not on involuntary leave-of-absence.

F. The term discipline as used in this section is defined in Appendix N, paragraph G.

ARTICLE VI

Conditions of Employment

Section One: Workload

A. Full-time faculty members shall attend Commencement; requests for absences shall not be unreasonably denied. Adjunct faculty may be extended an invitation to attend Commencement. Attendance at all other College-sponsored functions and activities shall be voluntary. Faculty members attending those functions for which academic attire is required shall have said attire furnished by the College.

B. Faculty members are encouraged to attend College Forum meetings and to serve on at least one Forum standing committee. Forum attendance and committee membership shall be voluntary.

C. Faculty members on a rotation basis may be asked to supervise at College functions. In the event a faculty member who has agreed to supervise at a College function is unable to do so, it shall be his/her responsibility to find a substitute and notify the Office of Student Affairs of the change. Faculty members on a rotation basis may be requested to perform certain extra-curricular duties to provide normal activities for the benefit of the students. When there is no voluntary response to such requests the College shall have the authority to assign faculty members to perform these duties.

D. Provisions for the LRC faculty members shall be as follows:

1. The work year for LRC faculty members shall be one of the following as determined at the time of initial hiring or as mutually agreed upon thereafter:
    a. Twelve(12) months;
    b. The teaching faculty's work year with an assigned six(6) week summer work period;
    c. The teaching faculty's work year with voluntary extension of the work year.
2. The LRC faculty member's work week shall be thirty-five(35) hours, over five(5) days, Monday through Friday. Night assignments shall be assigned according to a rotational schedule established by the LRC faculty members.
3. The LRC faculty member's work day, with the exceptions of Commencement, shall begin no earlier than 7:30 A.M. and end no later than 10:00 P.M. The work day shall be eight(8) consecutive hours, including a one(1) hour lunch period and rest breaks equal in time to thirty(30) minutes a day.

Article VI: Conditions of Employment
Section One: Workload (con't)

4. Assignments which are extensions of the LRC faculty member's work day, week, or year shall be made by the Director of Learning Resources in consultation with the LRC faculty member. Acceptance of overtime on the part of an LRC faculty member shall be voluntary.

   a. Each LRC faculty member shall be limited to an overtime assignment of no more than fifteen(15) hours per week during the Fall and Winter Semesters, and no more than thirty-five(35) hours per week during a summer assignment.

   b. Reimbursement for extra duty assignments shall be determined by the Director of Learning Resources in consultation with the LRC faculty member involved at the rate applicable to that specified in Article VII, Section Two, A2.

5. The LRC faculty member's work assignment shall be made by the Director of Learning Resources in consultation with the faculty member and in accord with that faculty member's specialty and qualifications.

6. Because of the nature of the LRC faculty members' assignments, those provisions in the Agreement providing for conference hours and academic advising shall not apply.

7. Overtime assignments shall be staffed on a voluntary basis from the full-time LRC faculty who regularly fill those assignments, except as when no LRC faculty member volunteers. In that case, part-time professional staff shall be hired as follows:

   a. Adjunct professional staff for the Learning Resources Center shall be employed at the recommendation of the Director of Learning Resources, in consultation with the LRC faculty of the affected area.

   b. Reimbursement for adjunct staff shall be in accord with the provisions for adjunct teaching faculty D-4-b above.

8. Summer assignments for LRC faculty members shall be arranged by the Director of Learning Resources, in consultation with the faculty members involved, before April 1 for the following summer, and shall include pay for holidays falling within a scheduled week.

9. LRC faculty members may be assigned teaching responsibilities as part of their regular work assignments if so stated as part of their job description upon hiring.

10. For teaching responsibilities assigned to or voluntarily accepted by LRC faculty members, the conversion of clock hours to contact hours will utilize the following equation:

$$\frac{\text{clock hours of LRC weekly work load (n)}}{\text{35 hours}} = \frac{\text{contact hours assigned}}{\text{maximum contact hours of assigned discipline}}$$

11. As determined by the Director of Learning Resources and contractual obligations, LRC faculty members shall be allowed a reasonable amount of time during working hours to sponsor student clubs and activities, and attend College Forum meetings, committee meetings, Association meetings, and College-sponsored activities.

E. Provisions for the counselor's work load shall be as follows:

1. The counselor's work year shall be the same as the teaching faculty's work year.

2. The counselor's work week shall be thirty-five(35) hours. A counselor shall not be assigned classroom teaching responsibilities without his/her consent.

3. The counselor's work load shall be assigned by the Director of Counseling and Testing; hours shall be assigned consecutively except for a lunch period of not more than one(1) hour unless otherwise arranged for with the Director of Counseling and Testing.

4. For teaching responsibilities voluntarily accepted by a counselor as part of his/her regular work load, the conversion of clock hours to contact hours will utilize the equation listed in Article VI, Section One, D-10.

5. Assignments for extra duty in addition to regular academic year shall be arranged by the Dean of Student Affairs. Counselors shall be reimbursed for extra duty at the rate specified under Article VII, Section Two, A 2.

6. When special assignments, such as evening counseling, Saturday testing, or college nights are made, equivalent released time shall be arranged with the Director of Counseling and Testing.

7. Summer counseling assignments shall be made by April 1 and shall include pay for vacation days falling within a scheduled week.

8. As determined by the Director of Counseling and Testing, counselors shall be allowed a reasonable amount of time during working hours to sponsor student clubs and activities, to attend College Forum meetings and committee meetings, to attend Association meetings and College-sponsored activities.

F. Provisions for teaching faculty's workload shall be as follows:

1. The 1985-86 College Calendar, including the 1986 summer session shall be set forth in Appendix A-1. Faculty members shall not be required to report for work during semester break and student recesses, except as provided for in the Calendar. There shall be no deviation from or changes in the College Calendar, except by mutual agreement between the Board and the Association. The Calendar for the 1985-86 College year and the 1986 summer session is set forth in Appendix A-2. The calendar for the 1987-88 College year is set forth in Appendix A-3.

2. A faculty member's work week shall be defined as not more than the number of conference hours, the teaching contact-hour responsibilities, equated released time for carrying out professional duties, committee meetings, faculty meetings, and discipline responsibilities agreed to herein.

3. The College day, with the exception of the final examination period and commencement, shall begin at 8:00 A.M. and conclude at 10:00 P.M. with the exception of Nursing and LRC faculty. Any extension of these hours shall be by mutual agreement between the Dean and the faculty member involved.

    a. For Nursing faculty, the College day shall begin no earlier than 7:00 A.M. and conclude no later than 11:00 P.M.

    b. For LRC faculty, the College day shall begin no earlier than 7:30 A.M. and conclude no later than 10:00 P.M.

4. The academic year for a full-time faculty member will consist of a fall and winter semester only. The College year shall include fall and winter semesters and spring and summer sessions.

5. When classes are team-taught, each faculty member shall be credited with an amount of contact hours proportionate to the amount he/she teaches.

6. If team-teaching requires preparation or coordination above and beyond the normal preparation, the faculty member involved may request the Dean, through the coordinator and Area/Division Administrator, to grant additional credit toward their annual contact hour load and/or credit for teaching one(1) class.

7. For responsibilities measured in clock hours voluntarily accepted by teaching faculty, the conversion of contact hours to clock hours will utilize the following equation:

$$\frac{\text{contact hours to be subtracted from teaching area's maximum contact hour workload}}{\text{teaching faculty's maximum contact hour workload}} = \frac{\text{clock hours assigned}}{\text{maximum clock hours of assigned area}}$$

8. Interns working in any program shall not serve to increase the faculty member's workload or be used to cause a staff reduction.

9. The provisions for overload assignments shall be as follows:

   a. Overload shall be defined as either those contact hours which are in excess of one-half(1/2) the yearly maximum contact hours or those classes which are in excess of the maximum number of semester classes, except as provided for in Article VI, Section Two, B-2-b-(7).

   b. Except as provided for in Article VI, Section Two, B-2-b-(7), overload assignments shall be voluntary.

   c. Except as provided for in Article VI, Section Two, B-2-b-(7), compensation for an overload assignment shall be computed and paid during the semester in which it is undertaken.

      A faculty member who receives overload compensation for the fall semester, but whose total contact hour load for the winter semester falls below the minimum semester load, shall repay to the College that overload needed to reach the minimum semester load during winter semester. Such repayment shall be made during the winter semester by adjusting the faculty member's winter semester salary as described above.

   d. A full-time faculty member has the right of first refusal of overload not to exceed four(4) contact hours per semester or nine(9) contact hours per academic year, provided, however, that this right shall be expressly subordinated to the right of the faculty member on involuntary leave of absence to assume part-time and/or overload classes as set forth in Article V-Six-E.

   e. English faculty members may not teach overload classes without the permission of the Dean.

10. The provisions for extra-duty assignments shall be as follows:

   a. Extra-duty assignments shall be defined as either:
      (1) Summer school assignments.
      (2) Off-campus assignments which are not undertaken pursuant to staff reduction, voluntarily substituted for an on-campus assignment after 5:00 P.M., or voluntarily accepted as a regular work schedule.

   b. Extra-duty assignments shall be voluntary.

   c. Compensation for extra-duty assignments shall be paid during the semester or summer session in which they are undertaken.

11. The clerical work responsibilities for teaching faculty shall be limited to:

    a. Maintaining class books.

    b. Filing grade reports each semester.

    c. Ordering necessary textbooks, teaching supplies, laboratory supplies and, if necessary, library materials.

    d. Routine maintenance and clerical responsibilities will be required excluding, however, all maintenance jobs normally done by the maintenance staff including loading, unloading, and moving of equipment and supplies.

    e. Assist in verifying class enrollment at the beginning of each semester.

12. Discussion, dialogue, and consultation with individual students or small groups of students is an important part of a faculty member's responsibilities as an instructor. Although these special responsibilities are usually carried out in spontaneous conferences which precede or follow classes or which occur on an ad hoc basis, a faculty member shall maintain some scheduled conference hours in his/her office so that students will be guaranteed set times for conferring with him/her. Provisions for these scheduled conference hours shall be:

    a. Each full-time faculty member shall schedule and maintain four(4) fifty(50) minute conference hours per week. These conference hours shall be scheduled at different times and shall be scheduled not more than two(2) on any single day, unless approved by the Dean.

    b. Each faculty member shall post a schedule of his/her conference hours on or near his/her office door.

    c. Adjunct instructors shall schedule conference hours equal to twenty-five percent(25%) of the contact hours scheduled per week.

    d. Faculty teaching overload and extra-duty classes shall schedule conference hours equal to twenty-five percent(25%) of the overload or extra-duty contact hours scheduled per week.

13. Department and discipline responsibilities shall be defined as:

    a. Attending no more than one(1) meeting of the discipline or department per class week or fraction of class week, providing that such meeting shall be scheduled during the regular school hours. Attendance at any additional discipline or department meeting shall be on a voluntary basis. Adjunct faculty are included in the terms of this requirement unless excused by their Dean.

b. Participation in the scheduling procedures defined herein.

c. Serving on a voluntary basis on standing or ad hoc departmental and discipline committees.

d. Faculty members, on a rotational basis established by the Dean of Student Affairs, may be reasonably and equitably required to perform the usual professional duties during the regular College registration periods as specified in the College Calendar.

14. Semesterly academic advising responsibilities shall be defined as assisting students, who have been assigned to a faculty member on an equitable basis, in the preparation of their semester schedule of courses in such a manner as to fulfill both the graduation requirements at this College and the entrance requirements of the senior institution to which they may be planning to transfer, and then formally approving this schedule.

15. The contact hour for the academic year shall be defined as any regularly scheduled fifty(50) minutes of instructional activity. The contact hour work load for the academic year for full-time faculty members shall be as follows:

a. Thirty-two(32) contact hours maximum/twenty-eight(28) contact hours minimum for members of the following disciplines: Anthropology, Business Administration and Economics, Communications Media, Data Processing, Education, English, Fine Arts, Fire Science, Foreign Language, History, Law Enforcement, Math, Office Education, Philosophy, Political Science, Psychology, Reading, Social Service Technology, Sociology, Speech, Technical Math, Youth Service Worker, Reading, Aviation.

(1) In determining contact hour load for members of the English discipline, faculty members teaching composition courses (English 101, 101H, 102, 102H, 101T, 104, 201, 202) shall be granted four(4) contact hours toward their annual workload for each of the above mentioned classes taught.

(2) Beginning in January, 1986, Practical Nursing faculty members and beginning in August, 1986, Associate Degree Nursing faculty members whose work load is made up of 100 percent(100%) lecture courses shall be included in this category.

b. Thirty-six(36) contact hours maximum/thirty(30) contact hours minimum for members of the following disciplines: Agriculture, Agricultural Technology, Applied Power, Architectural Design, Art, Biology, Chemistry, Culinary Arts, Drafting & Design, Electronics, Emergency Medical Technology, Engineering Graphics, Engineering Materials, Food Service and Management, Geography, Geology, Manufacturing Technology, Music, Physical Education, Physical Science, Physics, Surveying, Technical Physics.

(1) Faculty members teaching biology laboratory classes may have schedules established which will combine two separate laboratory sections into a common lecture. No more than one such combined lecture per semester may be required of any biology instructor.

(2) Faculty members teaching laboratory courses other than biology, falling within categories b and c which have labs related to them may have schedules established which will combine two(2) or more lectures, as determined by the Dean based on their departmental practices during the 1970-72 college years.

(3) Beginning in January, 1986, Practical Nursing faculty members and beginning in August, 1986, Associate Degree Nursing faculty members whose student contact hour load generation consists of approximately 50 percent(50%) lecture and 50 percent(50%) clinical shall be included in this category.

c. Forty(40) contact hours maximum/thirty-six(36) contact hours minimum for the following: Associate Degree Nursing and Practical Nursing faculty members teaching primarily clinical experience.

d. The semesterly workload shall be defined as fifty percent(50%) of the contact hour workload for the academic year.

e. For faculty members teaching courses falling into more than one(1) of the categories G-15-a, G-15-b, and G-15-c above; the contact hours required shall be prorated based on the maximum contact hour workload in each category.

16. A preparation shall be defined as each different course (as approved by the College Curriculum Committee/listed in the College Catalog) taught by a faculty member. The maximum number of preparations per semester for full-time faculty members shall be as follows:

a. A maximum of five(5) preparations for members of the following departments or disciplines: Agriculture, Agricultural Technology, Art, Music, Reading, except that such preparations shall include no more than three(3) academic courses.

b. A maximum of four(4) preparations for members of the following departments or disciplines: Food Service and Management, Culinary Arts, Emergency Medical Technology, Physical Education disciplines.

c. A maximum of three(3) preparations for members of the following disciplines: A.D. Nursing, Anthropology, Applied Power, Applied Power Technology, Architectural Design, Biology, Business Administration and Economics, Chemistry, Communications Media, Data Processing, Drafting & Design, Education, Engineering Graphics, Engineering Materials, English, Fine Arts, Fire Science, Foreign Language, Geography, Geology, History, Law Enforcement, Manufacturing Technology, Math, Mental Health Technology, Philosophy, Physical Science, Physics, Political Science, Psychology, Office Education, Sociology, Speech, Surveying, Technical Mathematics, Technical Physics, Youth Service Workers.

d. The maximum number of preparations may be exceeded with the faculty member's written approval, or, if necessary, in order to meet the workload requirements provided for herein.

17. A class shall be defined as a course section and its accompanying laboratory as identified in the College Schedule of Classes (based on the procedures for scheduling as used in the 1975-76 schedule). The maximum number of classes per semester for full-time members shall be as follows:

a. A maximum of nine(9) classes for members of the Physical Education and Reading Disciplines.

b. A maximum of six(6) classes for members of the following departments or disciplines: A.D. Nursing, Art, Emergency Medical Technology, Music (including no more than three(3) academic courses), Office Education.

c. A maximum of five(5) classes for members of the following departments or disciplines: Agriculture, Agriculture Technology, Applied Power Technology, Biology, Business Administration and Economics, Communications Media, Culinary Arts, Data Processing, English, Fine Arts, Fire Science, Food Service Management, Geography, History, Law Enforcement, Mental Health Technology, Political Science, Psychology, Sociology, Speech, Youth Service Workers.

d. A maximum of four(4) classes for members of the following departments or disciplines: Architectural Design, Chemistry, Drafting and Design, Electronics, Engineering Graphics, Engineering Materials, Foreign Language, Geology, Manufacturing Technology, Mathematics, Physical Science, Physics, Surveying, Technical Mathematics, Technical Physics.

e. One additional class may be assigned upon the faculty member's written approval or in accord with Article VI, Section Two, B-2-b-(7) below, provided that the faculty member's yearly work load shall not include a number of classes in excess of twice the maximum number of classes per semester. The maximum number of classes per year may be exceeded with the faculty member's written approval.

18. Any proposed change in maximum class size for each offering, if different from the previous year, shall be determined prior to the establishment of the yearly course offerings for the subsequent year. Requests for a change in maximum class size may be made by the Dean or his/her designee or by members of the affected discipline, and shall be forwarded to the President of the Association. Changes in maximum class size shall not exceed five(5) in any course offering. These maximum class sizes shall then become discipline policy and any deviation from this policy shall be allowed only with the written permission of the faculty member involved. These maximum class sizes shall stay in effect until altered by one of the methods outlined below. Class size for any course not previously offered shall be determined by mutual agreement between the Dean of Instruction and the discipline, employing past class size policies as a guideline. For determining class cancellation as in Article VI, Section Two, C, the maximum class size shall not exceed that established for the 1979-80 College year.

    a. Increases in class size maximums shall be effected as follows:

        1. If the Dean or his/her designee and all members of the affected discipline agree to the proposed change, then the new class size maximum shall then become discipline policy and any deviation from this policy shall be allowed only with the written permission of the faculty member involved.

        2. In cases where there is no unanimous agreement to change the maximum class size, the class size maximum for the discipline shall be determined by a class-size committee.

            (a) The committee shall be composed of:
                (1) Three administrators: The Dean of Instruction; the Division Administrator for the discipline affected; and the administrator of another area/division, to be selected by the Dean.

                (2) Three faculty members: One full-time faculty member of the affected discipline; one full-time faculty member from another discipline in the same division, to be selected by the affected discipline; and one full-time faculty member from another division, to be selected by the Association.

            (b) Procedures for the establishment of the class size committee shall be as stated in the Letter of Agreement attached to this Agreement.

            (c) In case of a tie vote in the committee, no change shall be made, unless either party finds such tie vote unacceptable. In cases such as these, either or both parties may present an appeal in a hearing with the Board of Trustees who will make a final determination.

b. Decreases in class size maximums shall be effected as follows:

  1. Requests for decreases in class size shall be limited to no more than six(6) per college year.

  2. In cases where there is no unanimous agreement to decrease the maximum class size, the question of class size maximum for the discipline shall go to a committee composed as in (a) (1) and (2) above.

    (a) This committee shall make a recommendation to the Dean of Instruction, who shall have the final authority to accept or reject this recommendation.

    (b) The class size maximum shall be decreased only upon the agreement of the Dean of Instruction.

19. Experimentation by the individual faculty member or disciplines, in class size, laboratory contracts, methods of instruction and media shall be encouraged.

G. Discipline Coordinator Provision:

1. Position description

  a. Develops discipline class schedules for submission to the Department Chairperson.

  b. Assists in faculty evaluation per Master Agreement.

  c. Recommends to the Department Chairperson curriculum revisions and course changes, additions, or deletions.

  d. Is responsible to the Department Chairperson.

2. Position specifications

  a. Full-time faculty position.

  b. Elected annually by discipline members unless there is only one person in the discipline, then that person automatically becomes Discipline Coordinator.

  c. May be re-elected indefinitely.

  d. Teaches 100% teaching load.

H. Department Chairperson Provision:

1. Position description

   a. Is responsible to the Division Administrator.

   b. The job description will be kept on file with the Dean of Instruction.

   c. The department structure will be kept on file with the Dean of Instruction and remain as developed for the 1981-82 year.

2. Position specifications

   a. Full-time faculty position.

   b. Elected annually by the department members according to democratic procedures established by the department.

      If the Chairperson selected by a department is unacceptable to the Dean of Instruction, the Dean may request the department to make another selection.

   c. May be re-elected indefinitely.

   d. Shall be removed from position by the department if the Division Administrator so requests on the basis of failure to perform adequately the duties as per the position description.

   e. Evaluated each year by the department and Division Administrator.

   f. Will be available on call throughout vacation periods or have a designated department substitute available.

   g. If, due to personal emergency, resignation occurs the department shall then elect a new chairperson, who shall assume the duties and pay.

3. Position remunerations

   a. Department Chairpersons will be paid forty dollars($40) a year for each point accumulated according to the system below:

Factor	Points
Non-continuing status faculty member	1.0
Continuing status faculty member	0.5
Adjunct faculty subject to evaluation	1.0
On-going part-time faculty	0.5
Technician supervised	1.0
Light lab	1.0

Medium lab	2.0
Heavy lab	3.0
Semester courses offered in the Fall	0.1
Different courses offered by the disciplines in the department	0.1
Per 2000 student contact hours previous Fall	1.0

I. Faculty members teaching high school level programs shall have a maximum of twenty-five(25) contact hours per week.

J. A field trip shall be defined as any educational activity which requires students and faculty members to leave the campus.

1. The College shall make available on a first-serve basis to all departments for field trips one(1) fifteen(15) passenger van and, if available, supply one additional vehicle.
2. Mileage shall be reimbursed at the rate agreed to herein.
3. Upon the filing of a travel voucher, the College shall continue to provide travel-accident-liability insurance whenever the faculty member is required to drive on such College business.
4. It is understood that if students provide their own transportation, there is no travel-accident-liability coverage provided by the College to the student or any of the passengers.
5. There will be no reimbursements for mileage for students driving their own vehicles on field trips.

K. The President of the College shall establish a joint Instructional Environment Committee to study the effective and efficient operation of the St. Clair County Community College instructional program. The Committee shall examine options leading to improved equity of work load, productivity, accommodation of students and flexibility. The beginning study shall be an analysis of the factors leading to the high cost-ranking of St. Clair County Community College in the Activity Classification System data provided by the State over the past several years. This Committee shall be composed of four(4) administrators appointed by the President of the College, and four(4) faculty members appointed by the President of the Association. This Committee shall present to the Administrative Council and the MAHE Executive Committee a summary report of its annual activities, findings and recommendations on or before March 1 of each year of the Agreement. If the Committee arrives at any recommendations regarding the issues mentioned above, these recommendations shall be presented to the College and to the Association for consideration and possible ratification and amendment to the Agreement.

L. Academic Freedom Provisions:

1. Educational institutions must be dedicated to serving the community. The free search for truth and its proper dissemination is a fundamental part of this service. Academic freedom is essential to both teaching and research, and protects the rights of the faculty member and the student. The basic right to academic freedom carries equally major responsibilities.

2. The faculty member shall have the freedom to present subject matter and report the truth as he/she sees it both in the classroom and in reports of research activities.

Article VI: Conditions of Employment
Section Two: Scheduling

A. The provisions for the yearly scheduling of course offerings and establishing of the schedules of individual faculty members shall be as follows:

1. The basic principle of scheduling is to provide for the effective and orderly matching of student needs and use of instructional staff. The scheduling process shall not incorporate the principle that faculty members should be on campus a particular number of hours per day or per week.

2. In order to determine schedules, disciplines shall be allotted the same number of rooms and types of facilities which were available to them during the preceding five(5) College years, if needed; the Dean shall make the final determination when conflicts arise.

3. The scheduling process shall be composed of the following three stages:

   a. Initial determination of the yearly discipline offerings.

   b. Composition of individual schedules.

   c. Revision of discipline and individual schedules during the College year.

4. The time guidelines for determining the yearly discipline offerings, composition of individual schedules and advanced registration for the spring/summer sessions and the fall semester shall be:

   a. All pertinent scheduling information and course offering recommendations shall be supplied to the disciplines by the Dean and the Division Administrator no later than twelve(12) weeks prior to the conclusion of the winter semester.

   b. The discipline's development of a yearly schedule of course offerings shall be completed no later than ten(10) weeks prior to the conclusion of the winter semester, and be returned to the discipline no later than nine(9) weeks prior to the conclusion of the winter semester.

   c. Individual schedules shall be completed no later than seven(7) weeks prior to the conclusion of the winter semester.

   d. Advanced registration shall begin no later than three(3) weeks prior to the conclusion of the winter semester.

   e. If the above schedule can not be met, the College, the disciplines, and the individual faculty members shall proceed as promptly as practicable to complete the scheduling process.

B. Discipline and individual schedules shall be developed as follows:

1. Initial determination of Yearly Discipline Offerings

The initial determination of all yearly discipline offerings (including spring and summer sessions), the number of sections which shall be offered, and the times when the sections shall be offered, shall be made during the winter semester prior to advance registration by the Dean or his/her designee in cooperation with the Chairperson and the Coordinator. In cases where agreement cannot be reached, the Dean shall have the final authority to set the schedule. The determination of the schedule shall be based on the following:

a. Prior consultation with the discipline members by the Coordinator or, where no Coordinator exists, by the Department Chairperson.

b. Past course offerings modified by anticipated student enrollment and past inter-disciplinary conflicts.

c. Special requests from other disciplines for special course offerings as communicated from Division Administrator to the Chairperson or Coordinator.

d. An attempt to allow students to follow the suggested schedule for programs outlined in the catalogue.

e. The offerings of sufficient courses within a discipline to allow faculty members to fulfill semesterly workload obligations, except where past enrollment patterns would prevent this is the winter semester, then the fall and winter semester offerings of that discipline may be appropriately imbalanced.

f. An endeavor to offer a full schedule of freshman-sophomore level courses beyond the basic discipline course offerings; such endeavor shall be based on the traditionally-offered specialized courses and new courses approved by the Curriculum Committee.

g. All full-time faculty member staffing assignments in a discipline are to be determined on a rotational system based on professional competence, priority rights, and interest.

2. Composition of Individual Schedules

Prior to the winter semester advanced registration, the individual faculty member shall compose his/her yearly class schedule utilizing the total discipline offerings as developed above and submit this schedule to the Coordinator. All such individual faculty class schedules shall be compiled into a discipline master schedule and shall be submitted to the appropriated Chairperson.

a. If the Coordinator and/or the Chairperson and the Area/Division Administrator do not agree, they shall notify each other in writing of this fact and the reason why. This approval shall not be denied unless the Dean discovers that the master schedule is not in accordance with his findings.

b. The guidlines for composing individual schedules within the discipline shall be as follows:

1. The Association President, the Professional Negotiations Committee of no more than five(5) individuals, and Professional Rights and Responsibilities chairperson shall submit a schedule of their choice each semester to their respective disciplines. These schedules shall meet the yearly workload provisions in this Agreement. No extra-curricular activities shall be assigned to these individuals except upon their written request.

2. No classes shall be scheduled for 3:00 p.m. Tuesday.

3. Whenever possible, if two(2) sections of a class are offered, then one(1) of these sections shall be scheduled to meet after twelve noon.

4. When multiple sections of a class are offered, such offerings shall be scheduled so as to reflect:

   a. Students' preference for hours in which classes are offered.

   b. Sections of classes and days of the week submitted by individual faculty members.

   c. Number of rooms available in physical facilities.

5. Whenever possible, an individual faculty member should not have more than two lecture classes scheduled back-to-back on the same day.

6. Whenever possible, faculty members attending classes at other institutions of higher learning shall be given consideration in arranging their schedules.

7. A faculty member's schedule may be imbalanced under any of the following conditions:

   a. Pursuant to the implementation of semester imbalancing (B-1-e above) and/or class cancellation (C-6-d -below).

   b. If necessary to prevent a faculty member from teaching a minimum yearly contract hour load while teaching less than the maximum class load in either or both semesters.

   c. To include discipline overload offerings which have been either voluntarily accepted or assigned in accordance with section B-2-b-8.

   d. The faculty member may request an imbalancing through the Coordinator subject to the approval of the Dean.

8. Disciplines shall have the obligation to respond to the implementation of semester imbalancing as per section B-1-e and scheduling of additional classes as per section B-3-a-3 below. If possible, this obligation may be fulfilled through faculty members voluntarily accepting such assignments. If there are not enough volunteers, then the discipline shall assign such workloads according to a rotational system developed by the discipline.

9. A faculty member who is assigned or voluntarily takes a class which meets after 5:00 P.M. as part of his/her regular schedule shall be given first choice in establishing the day courses within the limitations of the discipline and the established schedule. This section shall not apply to faculty members volunteering for a class commencing after 5:00 P.M. after the initial schedule has been prepared.

10. Any faculty member assigned a class after 5:00 P.M. shall not have his/her proposed schedule disapproved by the Dean, Division Administrator, Chairperson or the Coordinator solely because it does not reflect a schedule covering five days.

11. Faculty members who volunteer or who are assigned a course after 5:00 P.M. as part of their regular workload may voluntarily substitute an off-campus course for said course.

c. When all discipline schedules within a division have been completed, the Division Administrator shall submit the schedules to the Area/Dean of Instruction for inclusion in the total College class schedule.

1. In the event that the discipline master schedules result in room allocation conflicts and/or interdependent discipline scheduling conflicts, the Dean shall outline the problem and direct that the appropriate Division Administrator/s, Discipline Coordinator/s and Faculty member/s address the problem and resolve the conflict in a suitable timely fashion.

2. If Agreement is not reached by the affected parties above, the Dean of Instruction may draft and implement appropriate adjustments to resolve the problem.

3. Revision of Discipline and Individual Schedules During the College Year -

Once the total College class schedule has been established, discipline and/or individual schedules may be revised as follows:

a. Fall and Winter schedules may be revised by:

1. Class cancellation policies provided for in subparagraph C. below.

2. Winter class schedules may be revised after final fall enrollment to reflect changes in enrollment which might affect winter enrollment.

3. Additional offerings as determined by the Dean or his/her designee and Coordinator or Chairperson after advanced registration in the affected semester.

4. Mutual agreement between the Dean, Coordinator or Chairperson and the instructor through the regular registration period.

b. Spring and/or summer session schedules may be revised by implementation of the class cancellation provisions or by mutual agreement between the Dean, Coordinator or Chairperson, and the affected faculty member.

C. Provisions for class cancellation shall be as follows:

1. Multiple sections and single sections offered each semester having fewer than fifty percent (50%) of the maximum class size or twelve(12) students, whichever is larger, may be cancelled by the appropriate Dean at the close of regular registration.

2. Annual single section classes having fewer than ten(10) students may be cancelled by the appropriate Dean prior to the first class session. The exception to the above sentence shall be single-section classes which were combined during 1970-74 College years, in which case the combined class may be cancelled if it has a combined total of fewer than ten(10) students.

3. A laboratory class with a common lecture period with fewer than ten(10) students when there is sufficient space in the uncancelled laboratory sections to accommodate all the students enrolled in the cancelled sections may be cancelled by the appropriate Dean.

4. If a class which meets after 5:00 P.M. is subject to cancellation, a faculty member may request of the Dean that the class remain open until after the first class meeting, and if the class is still cancelled the faculty member shall not be compensated for that class meeting. This provision does not pertain to spring and summer sessions and off-campus classes.

5. All classes being offered for the first time shall not be cancelled until after the first class meeting.

6. The faculty member thus affected must then assume any available workload identified below, in order to fulfill his workload obligations.

   a. If said faculty member's schedule includes an overload class, then this overload class shall be substituted for the cancelled class.

   b. Any overload class which the faculty member is qualified to teach offered by the discipline in the semester.

   c. An off-campus class offered by the discipline within the College district which the faculty member is appropriately qualified to teach must be assumed. Out-of-district classes offered by the discipline may be voluntarily assumed by the faculty member. If an off-campus class is taken by a faculty member as part of his/her regular load, that person shall be credited with one additional contact hour for the class taught. If an out-of-district class is not voluntarily assumed, the faculty member's salary shall be reduced by the proportion that the cancelled class bears to the yearly maximum contact-hour load.

d. By discipline agreement, adjustments in the discipline master schedule allowing for other class substitutions may be made subject to the approval of the respective Deans.

7. Failure of a faculty member to accept any available substitute responsibilities as defined above to fulfill his/her workload obligations shall constitute just cause for dismissal, which shall be initiated through the dismissal procedure outlined in Article V, Section Three.

Section Three: Spring and Summer Sessions and Off-Campus Programs

A. The total college program should reflect the College's committment to its philosophy of serving the community with a well-rounded curriculum consistent with the overall college program and policies. Thus the formulation, scheduling and staffing shall be determined by the provisions of this section.

B. Program formulation:

1. The basic outline shall be the joint responsibility of the Dean of Instruction and the Director of Admissions.

2. Individual disciplines and/or individual faculty members reserve the right to recommend any additional courses beyond the basic outline.

3. For the benefit of the students, every effort shall be made to offer the basic required courses each semester and each spring and summer session.

4. Each class including final exam shall meet the time equivalency of sixteen(16) full weeks of day school. If, except as provided for in Article VIII, Section Two, A-6, because of illness or other leave defined herein, it becomes impossible to make up missed time, salary shall be proportionately reduced.

C. Staffing of spring and summer sessions and off-campus:

1. Spring and summer sessions and off-campus shall be staffed on a voluntary basis from the full-time faculty who regularly teach these classes. When this staffing is not possible, other faculty members who are qualified to teach these classes shall be granted the right of first refusal. The Dean or his/her designee shall make this known to all faculty in time to give them a chance to teach the classes. The only exceptions to this paragraph are as follows:

   a. As provided for in the provisions for class cancellation (Section Two, C-6-d).

   b. In the Associate Degree Nursing and Practical Nursing disciplines, if spring and/or summer sessions can not be staffed voluntarily by full-time faculty, they shall then be staffed voluntarily by part-time faculty. If not enough faculty volunteer, faculty members in these disciplines shall be assigned classes on a rotational basis.

   c. When no full-time faculty member volunteers for the class.

   d. When a specialized class is offered which required professional resource personnel other than those within the department.

   e. A faculty member if offering a special class within his subject-matter field.

2. All full-time faculty members staffing assignments are to be determined on a reasonable and fair rotational system established by the individual discipline which shall take into consideration professional competence, priority rights and interest.

D. Provisions for class size for off-campus courses, spring and summer sessions, and scheduled overload assignments:

1. The maximum class size for off-campus, spring and summer sessions, and overload shall be the same as those established by this Agreement for regular college classes.

2. Off-campus classes having fewer than ten(10) students prior to the second class meeting may be cancelled by the respective Dean. Off-campus classes with fewer than ten(10) students shall not be cancelled by the Dean if the faculty member agrees to teach the class for the salary determined in a and b below:

   a. The total of the state aid per student for such course and tuition per student for such course.

   b. The salary for the course in accordance with the formula in Article VII, Section Two, A, plus College paid mileage and College contributed FICA and Retirement.

   If income as computed in 2-a is less than expenses as computed in 2-b, the salary paid shall be equivalent to income minus College paid mileage and College contributed FICA and Retirement.

3. Spring and summer session classes having fewer than ten(10) students prior to the second class meeting may be cancelled by the respective Dean. Spring and summer session classes with fewer than ten(10) students shall not be cancelled by the Dean if the faculty member agrees to teach the class for the salary determined in a and b below. A course for which a portion of the contact hours are overload shall be subject to the class cancellation provision of Section Two-C. The faculty member's salary shall be arrived at by determining the lesser of:

   a. The total of state aid per student for such course or courses and the tuition per student for such course or courses.

   b. The salary determined for the course or courses in accordance with the formula in Article VII, Section Two, A., plus College contributed FICA and Retirement.

   If income as computed in 3-a is less than expenses as computed in 3-b, the salary paid shall be equivalent to income minus College contributed FICA and Retirement.

4. The faculty member may decline to teach any courses where his salary would be determined by 2-a or 3-a above.

5. The provisions of this paragraph are also applicable to classes taught by adjunct instructors with salary provided in Article VII, Section Two,D.

E. Schedules and salaries for the non-college credit Adult Education Programs are to be determined by the Director of Continuing Education.

F. Compensation, at the proportional rate, shall be paid for one(1) regular meeting of any off-campus or spring or summer session class which is cancelled after the first meeting.

G. Mileage shall be paid at the standard rate of the College District as stated in Article VII, Section One, I.

Article VI: Conditions of Employment
Section Four: Teaching Environment, Equipment, Supplies

A. The Board shall continue its efforts to maintain adequate teaching facilities and equipment for each faculty member. In addition to standard classroom and laboratory equipment, the following equipment shall be provided as a number one priority as funds become available and adequately maintained through general expenditure funds:

1. One(1) fully operational ditto machine for each department. A reserve machine shall be available as temporary replacement for any non-operational machine.
2. One(1) overhead projector, with cart, and permanent screen for each lecture room.

B. The Board will continue its efforts to maintain adequate office facilities and equipment with a minimum of the following per each faculty member:

1. One(1) large desk and desk chair and one(1) visitor's chair.
2. Two(2) file cabinets at least one(1) of which shall have a lock and one(1) six or more shelved bookcase.
3. One(1) fully operational typewriter for each office with a maximum of three faculty members per machine within an office.
4. One(1) telephone extension for each individual office.
5. Requisitions for office supplies shall be filled; unfilled requisitions shall be returned within five(5) days with explanations attached.
6. Shades and/or draperies for windows.

C. The Board will continue its efforts to maintain adequate office and teaching areas. A procedure shall be established between departments and Deans which will permit faculty to participate in the study, formulation, and recommendations for the purpose of improving these areas within budgetary limitations. These recommendations shall include a priority rating for inclusions in budgetary considerations. Faculty members' offices shall, if necessary, be shared conveniently by no more than three(3) faculty members.

D. Each faculty member is entitled to have in his/her immediate possession, and without charge or deposit, a key to his/her office and a key to a door of the building in which his/her office is located.

E. The Board shall provide maintained parking space free of charge of all full-time and adjunct faculty members.

F. The services of the College duplicating facilities shall continue to be made available to faculty members in the reproduction of instructional materials. A priority system shall be established for the use of duplicating facilities, with formal examination materials being given first priority based on date of receipt.

Article VI: Conditions of Employment
Section Four: Teaching Environment, Equipment, Supplies (con't)

G. The College shall provide safety equipment and clothing for faculty members as required by MIOSHA. The faculty members shall use the equipment and wear the clothing at appropriate times.

Article VII

Faculty Compensation

Section One: Salary Schedule and Special Provisions

A. The full-time faculty salary schedules for the 1985-86, 1986-87, and 1987-88 college years through the summer session of 1988 are published in Appendices K-1 through K-3.

B. Determination of years of experience credit for faculty hired after August 9, 1985 shall be as follows:

1. Full credit for the first five(5) years of equivalent teaching and/or non-teaching experience.

2. Allowance of one(1) additional year shall be granted for each additional block of three(3) years equivalent teaching and/or non-teaching experience to a maximum of six(6) years. Exceptions to this may be made by the Dean subject to the approval of the Board of Trustees.

3. The standard for evaluating the equivalency of graduate assistant or fellowship experience for all new faculty hired after June 6, 1970, shall be the granting of no less than one(1) year of credit on the salary schedule for each twenty-four(24) contact hours of experience. Credit for non-contact hour graduate assistantships held by LRC faculty and counselors shall be granted on the basis of no less than one(1) year of credit on the salary schedule for each full nine(9) months of such experience for such personnel hired after the effective date of this Agreement.

No provision in this paragraph is intended to alter the experience credit of any faculty member employed prior to the effective date of the August, 1974 Agreement.

C. Determination of credit hours beyond the MA/MS level shall be as follows:

1. Hours are to be computed on a semester hour basis.

2. All graduate-level courses completed after the granting of the MA/MS degree beyond those specifically used for the fulfillment of the MA/MS degree shall be considered appropriate courses for the granting of credit, providing these courses are in either the teaching field, cognate field, or higher education. This provision shall not be retroactive; that is, the credit granted to faculty members under the 1970-72 Agreement for courses beyond the MA/MS shall not be diminished.

3. Credit for non-credit institutes and workshops shall be granted on the basis of one(1) full week of participation being equal to one(1) semester hour of credit. Such institutes or workshops must be affiliated with or sponsored by a university or a nationally-recognized sponsor and must be in either the faculty member's teaching field, a cognate field, or higher education. Granting approval of credit shall be administered by the appropriate Dean. This provision shall be retroactive for computing credit. However, no retroactive salary adjustments shall be made.

Article VII: Faculty Compensation
Section One: Salary Schedule and Special Provisions (con't)

D. LRC faculty members' salaries for those on a twelve(12) month contract shall be computed by multiplying their normal year's pay as faculty members times 1.30. LRC faculty members' salaries for those on a teaching faculty's work year with an assigned spring or summer work period shall be computed by multiplying their normal year's pay as faculty members times 1.15.

E. The salary of each faculty member shall be paid on a bi-weekly basis. The first pay shall be on the first regular bi-weekly pay date after the faculty member reports. The faculty member shall upon written notice have the option of receiving such payment in twenty(20) or twenty-five(25) pays. Those who elect the twenty-five(25) pay plan will receive their final five(5) pays with their twentieth pay. When a normal pay day would occur on a day when classes are not in session, such pay shall be available on the last day the College is open, prior to the regular pay, or the faculty member may, at his/her request, have his/her check mailed one(1) day prior to the last day the College is open.

F. Faculty members shall be permitted, without charge, to attend all College-sponsored functions by showing proper identification. A faculty member may have one(1) other person accompany him/her to any such activity without charge. This shall not include performances of the International Symphony and the Little Theater.

G. A scholarship will be awarded to any full-time faculty member, spouse, or dependent children thereof who enroll in College credit or Adult Education courses if there are enough other paying students to warrant the continuing of the class. Unmarried faculty members may designate any legal dependents according to Internal Revenue Standards for such a scholarship. Such faculty member, spouse, dependent children or any other dependents will pay the normal fees. In the event a contact hour fee is charged for any class(es) or course(s) taken, the scholarship awarded will include the contact hour fee for the full-time faculty member only. The spouse or dependent children of the full-time faculty member will pay the contact hour fee.

H. The Board shall arrange to provide free flue shots, if desired, and when available, and such TB tests as required under past established practices. If a program of voluntary, free physical examination is established by the Board, then faculty members may, if they so desire, take advantage of said program.

I. Travel Reimbursement: The rate of reimbursement for approved travel shall be as follows:

   1. By car, twenty and one-half cents (20.5¢) per mile, not to exceed first-class air rates or number two below, commencing August 10, 1985. Should the Internal Revenue Service raise the allowable mileage rate above 20.5 cents per mile, said increase shall go into effect at the beginning of the next semester or session. It is agreed that such adjustment shall not require any retroactive reimbursement.

   2. By commercial carrier, the actual cost.

J. Each of the College disciplines shall be provided with a travel and conference fund in the amount of $100 for each full-time faculty member.

A faculty member requesting monies from this discipline fund shall file a travel request form and obtain necessary approval of the request from the Coordinator, appropriate Dean or his designee, Dean of Administrative Services, and, where necessary, the College President, prior to the travel period.

According to policies and procedures established by the discipline, the travel fund shall be administered by the Coordinator and shall incorporate the following guidelines:

1. Travel fund requests must be appropriately verified and documented with the College Business Office subsequent to the travel period.
2. An amount shall be reserved in the fund for each faculty member for travel and conferences which shall not be less than $75.00, subject to provisions below.
3. A discipline may provide travel money to support an individual request above $75.00 in either of the following ways:
   a. The provision of travel money from the discipline fund above $75.00 reserved for each instructor.
   b. The provision of travel money having discipline members assigning any or all of their reserved $75.00 to another discipline member; these assignments shall be identified in writing and shall be irrevocable after the initiation of a travel request.
4. The coordinator shall have the responsibility for verifying that funding for travel requests is provided according to established discipline policies and procedures.

K. The College shall provide a $5,000 fund for travel and conferences each year of this Agreement. Money not used in any year shall be retained in this fund and added to subsequent years' funds.

1. Money from this fund may be requested by any full-time faculty member for travel and conferences.
2. Allocation of this money shall be by a joint Association-Administration committee composed of two administrators appointed by the College President and two faculty members (one each from Vocational-Technical Education and Liberal Arts) appointed by the President of the Association.
3. $1,500 may be allocated in the fall semester, $1,500 may be allocated in the winter semester, and $2,000 may be allocated during the summer.
4. Any part of any semester's allocation not used during the semester may be allocated during the following semester or summer.
5. Decisions of this committee are not grievable.

Article VII: Faculty Compensation
Section Two: Compensation for Extra Duties

A. Compensation for overload and extra duty work performed by full-time faculty shall be as follows:

1. Overload and extra-duty classes, per faculty contact hour:

   a. Probationary/Limited/Temporary Status

1985-86	1986-87	1987-88
$24	$25.20	$26.40

   b. Continuing Status

$27	$28.35	$29.70

2. Counseling, Learning Resources Center, and Student Learning Center overload and extra-duty defined in clock hours:

1985-86	1986-87	1987-88
$12.50	$13.15	$13.75

B. Compensation for coaching assignments and special activities:

Head Men's Basketball	$2,200	Drama Director	$920
Asst. Men's Basketball	1,100	Asst. Drama Director	460
Head Women's Basketball	2,200	Dinner Theatre Food Service Director	460/program
Asst. Women's Basketball	1,100	Debate and Forensics	920
Head Baseball	1,750	Asst. Debate & Forensics	460
Asst. Baseball	875	Choral Union Director	920
Women's Softball	1,750	Radio Station General Mgr.	920
Golf	920	Erie Square Gazette Advisor	920
Tennis	920	OEA Advisor(s)	920
Intramural Director	1,830	DECA Advisor(s)	920
Cheerleader	920	Phi Theta Kappa Advisor	920
Foreign Student Advisor	920		

C. Academic advisors during the summer shall be paid $10.00 per hour.

D. Adjunct faculty (as described in Article V, Section II, Paragraph A, with the exception of returning adjunct faculty defined below and limited-status adjunct faculty), shall be compensated as follows:

1. Adjunct teaching faculty members (excluding clinical adjunct faculty) shall have their salary rate determined by having points allocated in one and/or two of the following categories:

   a. Educational attainment: credit shall be given for the highest degree earned which is related to the faculty member's assignment (an official transcript must be provided from the degree-granting institution):

Certificate/License	1 point
Associate Degree	2 points
Bachelor's Degree	3 points
Master's Degree	4 points
Master's + 20 semester hours and above	5 points

b. Teaching and work experience: Credit for teaching experience and full-time work experience related to the faculty member's assignment shall be calculated as follows:

One(1) year of full-time teaching experience or its equivalent = 1 point per year

One(1) year of full-time work experience related to the teaching assignment = 1 point per year

c. The hourly rate per faculty contact hour for adjunct teaching faculty shall be determined by the total number of points from both categories and applied to the following scale:

	1985-86	1986-87	1987-88
1 - 5 points	$14	$14.70	$15.40
6 -10 points	$19	$19.95	$20.90
11+ points	$24	$25.20	$26.40

2. Clinical Adjunct Faculty shall be compensated according to the following hourly rate per faculty contact hour:

1985-86	1986-87	1987-88
$17.50	$18.35	$19.20

3. Adjunct faculty in the Learning Resources Center, Counseling, and Student Learning Center shall be compensated according to the following hourly rate:

1985-86	1986-87	1987-88
$12.50	$13.15	$13.75

E. All adjunct faculty members who taught during the 1984-85 academic year shall be designated "Returning Adjunct Faculty".

1. Returning adjunct faculty shall maintain the same rate of compensation (computed at the faculty contact hour rate) that they were paid in the 1984-85 academic year for the equivalent workload worked during the 1985-86 academic year. This rate shall be increased by five percent (5%) of the 1984-85 rate of compensation for 1986-87 academic year and an additional five percent (5%) of the 1984-85 rate of compensation for the 1987-88 academic year.

2. Returning adjunct faculty who increase their workload above the 1984-85 academic year work load shall be compensated according to the rates in D-1, 2 and 3 above.

Section Three: Insurance

The Board agrees to furnish all full-time (including probationary, temporary, limited and continuing status) faculty members the following insurance provisions:

A. Life Insurance: The Board shall provide $25,000 group term life insurance plus $25,000 Accidental Death and Dismemberment for each full-time faculty member. The carrier shall be selected by the Board and the premium thereon less any dividend that may be payable to the employee's designated beneficiary. The amount of both life insurance and accidental death and dismemberment shall increase to 1.0 x a faculty member's base salary, with a minimum of $25,000, effective August 1, 1986.

B. Group Health Insurance:

1. The Board shall provide each full-time faculty member full family coverage under the MVF-1 Blue Cross-Blue Shield Master Medical plan for the duration of this Agreement as well as the drug prescription certificate rider, and the ML rider.

2. In lieu of the coverage stated herein to be provided by Blue Cross-Blue Shield Master Medical, the faculty member may elect to apply toward Michigan Education Special Services Association Hospitalization and Super Medical the equivalent dollar amount of the monthly cost to the College were such faculty member then enrolled as the beneficiary of contributions for those services and benefits provided by Blue Cross-Blue Shield Master Medical, not to exceed the cost of Michigan Education Special Services Association Hospitalization and Super Medical.

3. A faculty member desiring coverage in addition to, or not included in, the coverage to be furnished pursuant hereto may arrange for a payroll deduction to cover the costs thereof. The College will make such payroll deductions to cover such costs, but the College shall not be responsible for lack of coverage resulting from faculty members' errors or failure to notify the Business Office to make deductions.

4. Any faculty member not electing College-paid health care protection shall receive $60.00 per month to apply to a tax-sheltered annuity as per Article IV. A.5.

    a. The College and the Association agree that this program is a pilot project which shall be available to full-time faculty who elect same on or before August 15th for the year from September 1 through August 31st. The parties hereto agree that this program shall not be extended to new applicants after September 1, 1988, unless the parties mutually agree, in writing, to an extension or renewal thereof.

C. The College shall provide each full-time faculty member the Delta Dental Plan C with coordination of benefits.

D. Liability Insurance: The Board shall provide liability insurance for all full-time and part-time faculty in the amount of $1,000,000 per incident.

E. Disability Insurance: The Board shall provide disability income insurance for each full-time faculty member. The Board shall select the insurance carrier and pay the net premium. This insurance shall provide benefits up to 60 percent (60%) of the faculty member's regular salary excluding bonuses, overtime, and fringe benefits, to a maximum of two thousand dollars($2,000.00) per month up to age 65. Coverage shall start 180 calendar days from initial disability.

No new faculty member will be covered until one(1) month of continuous active employment has been completed. All faculty members, before being entitled to participate, shall sign an enrollment card during such time that he is in the active employment of the College. The disability coverage as defined above shall be reduced by the total of the following:

1. Any salary continuation received by the employee from the employer.

2. Any work related benefits received from other group insurance disability benefits.

3. Any retirement benefits receivable under the group plan.

4. Any disability benefits received under Social Security excluding any increases in benefits commencing twelve(12) months or more after initial total disability.

5. Any benefits receivable under Worker's Compensation or state disability benefit laws.

The College's obligation to pay premiums for insurance in paragraphs A, B, C and D shall cease once the faculty member begins receiving disability benefits.

Once the faculty member is eligible to receive benefits under this paragraph, he/she may no longer draw sick leave or sick bank benefits.

F. The Board agrees to make available any presently approved tax-sheltered annuity program as set forth in Article IV to all full-time faculty members desiring to participate in such program on a voluntary basis according to the rules and procedures in effect.

G. With respect to paragraphs A through E of this section, the College's responsibility shall be to contract with a reputable insurance company(s) offering the minimum benefits described and pay the premiums of said policies. The provisions of the various group policies and the rules and regulations of the carrier or carriers shall govern as to the commencement and duration of benefits and all other aspects of coverage. Any proposed change of insurance company for coverages under paragraphs B and C above must be agreed to mutually by the Association and the College.

H. Faculty members on unpaid, long-term leaves of absence shall not be eligible for coverages in paragraphs a, c, d, and e above. Faculty members on an unpaid long-term leave of absence may continue their health insurance coverage by paying the cost of the monthly premium in advance to the Office of Employee Services.

I. A joint committee composed of two faculty members and two administrators shall be established to convene on or before September 30, 1985, to review insurance coverages, minimum standards, and costs thereof. This committee shall recommend minimum standards for the various insurance coverages to be reported to the College and the Association by March 1, 1986.

Article VII: Faculty Compensation
Section Four: Early Retirement

A. A full-time, continuing status faculty member who has at least 10 consecutive years of service at the St. Clair County Community College and who is eligible for Michigan Public Schools Employee's Retirement System benefits shall be permitted, with proper written notice to the Board, to elect an early retirement. The full-time faculty member shall meet the following qualifications:

1. Be less than 62 years of age at time of retirement.

2. Have an effective date of retirment between August 1, 1985 and August 10, 1988.

3. Notify the College no later than six(6) months before his/her retirement date of his/her election to take early retirement.

B. A faculty member electing to take early retirement shall receive the following benefits, to be paid by the College, from the date of retirement through the College semester in which the faculty member attains age 62, not to exceed ten(10) semesters.

1. Two Thousand Five Hundred Dollars ($2,500.00) per semester for each academic semester beginning after the date of retirement through the academic semester in which the faculty member attains age 62, not to exceed ten(10) semesters payable in advance in the first regular payroll of the semester.

2. The retiree must be receiving Michigan Public Schools Employee's Retirement System benefits in order to receive the above benefits.

3. The benefits provided herein shall terminate upon the death of the employee.

C. The College and the Association agree that the College will have no obligation to fill any vacancy resulting from a faculty member electing early retirement provided above. The College shall have the option to fill such vacancy with either full or adjunct faculty.

D. The parties hereto agree that this early retirement program shall not be extended to new applicants after February 10, 1988.

E. Those faculty members who retired under the Early Retirement provision of the 1982-85 Agreement shall be governed by conditions of said Agreement.

Article VII: Faculty Compensation
Section Five: Voluntary Proportional Workload

A. A full time, continuing status faculty member may elect to take a reduced workload for not more than two successive academic years and receive proportional pay therefor, subject to the following requirements:

1. The workload must be equal to 50% or more of the maximum semester workload for such faculty member.

2. The full-time, continuing status faculty member shall have a minimum of 10 years of service with the College.

3. The proportional pay shall be based on the proportion of the maximum semester workload actually worked.

B. The faculty member electing voluntary proportional workload shall continue to receive all fringe benefits paid to the full-time faculty. The faculty member will accrue full time seniority.

C. The faculty member wishing to elect the reduced workload must provide appropriate written notice to the Dean or his designee as follows:

1. For the fall semester, by March 1 of the winter semester prior thereto, provided that the date may be waived by the Dean or his designee.

2. For the winter semester, by October 1 of the fall semester prior thereto at the time the winter schedules are revised.

D. It is agreed that the faculty member's election of a voluntary reduction of workload shall not prevent the College from instituting staff reduction procedures within such discipline so long as the requirements for staff reductions are followed.

Article VIII

Leaves of Absence

Section One: General Provisions

A. Application for short-term leaves of absence, except for emergency illness, shall be submitted to the appropriate Dean on the "Personal Leave Form" found in Appendix L. In all instances, except in case of an emergency, approval must be obtained prior to the absence. Applications shall be submitted to cover emergency absences, except for illness, as soon as feasible.

B. Applications for extended absence or military leave shall be submitted in writing to the Board and shall be subject to approval by the Board in accord with provisions herein. A statement from a physician in cases of extended illness or maternity may be requested by the Board at the faculty member's expense.

C. If, for an appropriate reason, it is necessary to reduce a faculty member's salary because of a contractually unjustifiable absence, such deduction shall be computed at the rate defined in Appendix N, paragraph E, per full day of absence.

D. In any case where a faculty member is absent from his/her employment by reason of an injury compensable under the Worker's Compensation Act, such employee shall be paid the daily amount actually earned minus the amount of daily compensation received under the Act. Leave time under the Act shall be deducted from the employee's leave time, in proportion to the daily amount paid by the College.

E. Leave time shall be deducted only for an absence which occurs on a day for which a faculty member would normally be paid.

F. It shall not be considered an absence when any faculty member is on college business requested and approved by the College, including court appearance and legal consultation required as a result of college employment.

G. Return to duty will always be contingent upon the availability of a position for which the faculty member is qualified. Placement for the returning faculty member will be given priority over new personnel, and faculty members with less seniority at the College. The faculty member has the option to return to his/her former position, if the position still exists.

Article VIII: Leaves of Absence

Section Two: Short-term Leaves of Absence

A. The provisions for sick leave shall be:

1. At the beginning of each college year, each full time faculty member shall be credited with a ten(10) day sick leave allowance to be used for absences caused by illness or physical disability of the full time faculty member.

2. The unused portion of these sick leave days may accumulate up to the time disability insurance becomes effective.

3. The Board shall furnish a written statement at the beginning of each college year setting forth the total of sick leave credit.

4. A bank of sick days equal to three(3) times the number of full-time faculty members shall be established annually, non-cumulative, to be used for illness beyond the accumulated sick leave of an individual faculty member up to the time disability insurance becomes effective. This bank shall be administered by a committee appointed by the Association President. This committee shall notify in writing, the College Business Office the number of days used from this bank. The rules and procedures for administering the sick leave days in the bank shall be non-discriminatory for all faculty members and are provided in Appendix O to this Agreement.

5. Any accumulated sick leave days by individual faculty presently employed by the College shall be carried forward and applied to this plan.

6. The Board shall provide non-cumulative short-term sick leave for adjunct instructors and for full-time instructors teaching extra-duty assignments or overload assignments after 5:00 P.M.

   a. For faculty members taking extra-duty or overload assignments after 5:00 P.M., such leave shall be limited to one night for each night per week that such class meets, per semester.

   b. For faculty members teaching in summer school, sick leave shall be limited to one calendar day per session, non-cumulative, beyond which classes shall be made up or salary reduced proportionately.

   c. For adjunct instructors, yearly sick leave shall be limited to the percentage of ten days that the number of yearly hours taught bears to the total yearly contact hour load for such position.

B. Faculty members must, under established procedures, report illness. Further approval is not necessary to the extent that accumulated leave time is available.

C. When dental or medical attention cannot be scheduled outside of school time, necessary time off shall be granted and deducted from accumulated sick leave. A minimum of one-half(1/2) day will be deducted.

Article VIII: Leaves of Absence
Section Two: Short-term Leaves of Absence (con't)

D. Non-cumulative paid personal leave shall be granted upon application to the appropriate Dean for the purpose listed below and to the extent indicated. Maximums indicated are for each occurrence.

1. Illness of a member of the immediate family which requires the presence of the family member as determined by a consulting physician. Immediate family shall include: Mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, and daughter-in-law. Up to five(5) days per year maximum.

2. Death in the immediate family. (Same definition of immediate family as above.) Up to five (5) days per year maximum.

3. Personal business, one (1) day per semester.

4. Upon application to the appropriate Dean, personal leave days shall be granted for the reasons listed below. The maximum yearly number of such paid personal leave days granted to an instructor shall be no more than two(2) days. Additional leave time requested for the below reasons, providing that such additional leave does not exceed the maximum indicated, shall be chargeable to sick leave.

   a. Death of a member of the non-immediate family. Up to three(3) days.

   b. Death of a close personal friend. One(1) day.

   c. Court subpoena or summons. As required by the court.

   d. Graduation of the faculty member, spouse, son or daughter. One(1) day if in Michigan, or up to three(3) days outside of Michigan.

   e. Marriage of the faculty member, son or daughter. One(1) day.

E. Faculty members may be asked to explain the reason for any personal business leave requested for a day immediately before or after a holiday or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

F. If a faculty member is called upon to serve on jury duty during the contract period, and cannot be excused from such service, the Board agrees to pay such faculty member the difference between his contractual salary and the jury duty pay. Excuse from jury duty may be requested by the College upon notice from the faculty member that he has been called upon to serve for jury duty.

Section Three: Long-term and Military Leaves of Absence

A. Extended Illness: Request for this type of leave may be initiated by the faculty member, or by the President for the faculty member, where an extended physical or mental illness precludes performance of assigned duties. Such leave shall be granted for a maximum of one(1) year after all accumulated leave has been used. No increment credit is allowed during the leave. Assistance will be provided in the obtaining of a disability retirement under the Michigan Public School Employees Retirement Fund or the Federal Insurance Contributions Act where the faculty member is eligible for such benefits and desires to apply for disability retirement. Two extensions subsequent to the original leave, may be requested; however, the faculty member waives the right to job assignment when requesting a leave extension.

B. Maternity: A faculty member shall notify the College of her pregnancy as soon as practical. She may continue employment up to the birth of her child, subject to obtaining a written doctor's statement that she is physically able to continue her employment. In the event that the College questions her medical ability to continue to perform her duties, it may require an updated statement from her doctor that she remains able to continue her employment.

1. The faculty member requesting such unpaid leave may return to her previous position, if, within sixty(60) days after the date of birth of her child, she requests, in writing, permission to return.

2. In the event that she does not request return to employment within sixty(60) days after the date of birth, such faculty member shall return to employment upon written request and as soon as a position is open for which she is qualified.

3. A faculty member may request an extension of a leave of absence for a period of one year from the date of birth of her child and an additional one(1) year.

4. If the faculty member has not requested return to duty within two (2) years from the date of birth of her child, she shall forfeit her continuing status, although she need only be on probationary status for one(1) year after her return beyond the leave time.

5. Sick leave days may be used for only that portion of a maternity leave resulting from disability due to pregnancy, child birth, or medical complications. The request for the use of sick leave must be accompanied by a physician's statement of disability. If no aforementioned statement is provided, sick leave days may not be used for maternity.

6. Faculty members are encouraged to begin and end maternity leaves at the beginning of a college year or at a semester end, when possible, to avoid unnecessary faculty changes for students.

7. Use of sick leave for maternity-related illness shall be as determined by law.

C. If faculty member requests an unpaid leave based on the adoption of a child, such leave shall be limited to ninety (90) days from the date requested. Extensions may be granted as provided above, but no right to return to employment will be guaranteed after said ninety (90) day period.

D. The Board may, at its discretion, grant a special unpaid emergency leave of absence to a faculty member for a period not to exceed two (2) semesters. Requests for such leave should be made in writing to the Board, stating the reasons which would constitute the emergency. If the Board grants the leave, it shall state the length of time for which the leave is granted. The faculty member shall request a return to duty within said leave time. If request to return is made, the faculty member shall be returned to employment. If return is not requested within the period of leave, the faculty member may return as soon as a position is available. If no return is requested within one (1) year, faculty member forfeits his status with the College. No increment credits nor sick leave will be allowed for this type of leave of absence, nor will any extensions be granted.

E. Advanced Study: An unpaid leave of absence of up to one (1) year may be granted to any continuing-status faculty member. Applications for such leave should be submitted on or before May 1 of the preceding college year. No more than two (2) members of the total faculty shall be granted leaves of absence for this reason in any one (1) year. Priority shall be given to faculty members requesting a second consecutive year of leave for advanced study. Advanced study must increase the faculty member's teaching or professional competency and be accomplished in a suitably accredited college or university or approved course in a military school. Upon return from such a leave, a faculty member shall be placed at the same position on the salary schedule that he would have been placed had he taught in the College during such period.

F. Overseas Teaching: An unpaid leave may be granted for one (1) tour of duty served in an overseas teaching assignment. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have been placed had he taught in the College during such period.

G. Peace Corps: An unpaid leave may be granted for one (1) tour of duty served as a member of the Peace Corps. No increment credit shall be allowed.

H. Political: An unpaid leave may be granted for the period of campaigning for political office or for actual service in a full-time political office. No increment credit will be allowed. No leave time shall be deducted.

I. A military leave shall be granted to any faculty member who shall be inducted or who shall enlist for one enlistment period for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States

Armed Forces during periods of crisis or emergencies. Upon return from such leave, in accordance with the requirement of such applicable law for the retention of re-employment rights, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the College during such period. When a faculty member must take temporary military leave (not to exceed fourteen (14) college days) during the contractual period, he/she shall notify the appropriate Dean at least thirty (30) days prior to the beginning of such leave. The faculty member shall not be compensated by the Board during the time such military leave is in effect.

J. Sabbatical Leaves: The Board may grant sabbatical leaves. Such leaves, if granted, will be in accordance with the following provisions:

1. Sabbatical leave shall be interpreted as leave from duty granted to any faculty member after six (6) years of active service at St. Clair County Community College and/or Port Huron Junior College for the purpose of improving instruction. Sabbatical leave may be granted for one (1) year or for one (1) semester.

2. Leave granted for professional study, for work on publication, for travel, or for travel combined with study, or for any other reason which, in the opinion of the President, will improve instruction at the College or will improve the efficiency of the faculty member shall be considered consistent with the purpose of sabbatical leave.

3. Remuneration to faculty member granted sabbatical leave shall be at the rate of one-half the salary to be received at the time the leave begins for one (1) year or full pay for one-half year; remuneration shall also include insurance benefits.

4. Not more than two (2) members of the faculty shall be granted sabbatical leave in any one year.

5. In determining his/her recommendations on requests for sabbatical leaves, the President shall consider the following items;

   a. The extent of the applicant's professional study, growth, contribution and successful service during the applicant's employment with St. Clair County Community College or Port Huron Junior College.

   b. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.

   c. The length of uninterrupted service at St. Clair County Community College and Port Huron Junior College.

   d. Reasonable and equitable distribution of applicants among the divisions and departments of the College.

6. A faculty member granted sabbatical leave shall not engage in remunerative work while on leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvements are excepted.

7. A faculty member who receives a sabbatical leave shall return to the College for a period of two(2) years or refund the salary received during the leave period. Promissory notes will be signed and returned to the signer on a prorated basis. Promissory notes will be signed by the faculty member at the time sabbatical leave is granted. One note will be signed for half of the salary to be received during such leave and made payable one(1) month after the faculty member is scheduled to return to the College. This note will be returned to the faculty member without any interest cost when the faculty member returns to the College. The other note will also be signed for half of the salary to be received during such leave and made payable one(1) year and one(1) month after the faculty member is scheduled to return to the College. This note will be returned to the faculty member without any interest cost when the faculty member returns to the College for the second year following his sabbatical leave.

8. Sabbatical leaves shall be requested at least one(1) semester before the effective date.

K. Inservice: An unpaid leave of absence for a period not to exceed two(2) semesters, at the discretion of the Board, may be granted to any continuing-status faculty member. Requests for such leave should be made in writing to the appropriate Dean, describing the expected augmentation of the faculty member's professional development as a result of said leave. Leaves applicable to this provision shall be requested in writing at least one semester before the effective date, and approval, if granted, will be provided ninety (90) days prior to the effective date of the leave. The faculty member will return to his/her position upon completion of said leave, unless his/her position is altered by Board decision(s) pursuant to the provisions of Article V, Section Six, of this Agreement. During this period of leave, the faculty member will assume the cost of those employment benefits he/she may select to continue during the period of leave. The faculty member, if eligible, will be awarded the appropriate increment on the salary schedule for the leave granted under this provision. All provisions for replacement of the faculty member while on leave will be determined by the appropriate Dean.

L. A leave of absence of up to one(1) year shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional association or on its staff. The Board may extend such leave beyond the one(1) year limit if it so desires. No increment credit will be allowed for such leave. Return to duty will always be contingent upon the availability of a position for which the faculty member is qualified.

M. Faculty members on long term leaves other than sabbatical, which are herein specially provided for, may arrange to have the College continue to pay their medical and life insurance premiums during their leaves; such arrangements will provide for repayment of such premiums by the faculty member on a monthly or quarterly basis.

Article IX

Grievance Procedures

A. Purpose: The primary purpose of these procedures is to secure equitable solutions to grievances in an orderly and expeditious manner.

B. General:

1. The Association, in any grievance proceedings, shall have the right to represent any faculty member upon the request of that faculty member or to be present at any formal grievance hearing whether representing the employee or not.

2. The faculty member may not be represented by an officer, agent, or any other representative of any organization other than the Association.

3. The Association shall have the right to process a grievance beginning at the informal level.

4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants and shall be available to the Association, and shall be destroyed after statutory limitations.

5. Copies of determinations of formal grievances shall be provided to the faculty member and/or the Association.

6. A grievance may be withdrawn at any step of the procedure without record or prejudice.

7. In order to preserve confidentiality, all hearings, except at the final two (2) steps of the formal level, will be continued in private.

8. Records and/or information necessary to the processing of a grievance shall be made available to the faculty member and/or the Association.

9. All grievance claims shall be processed through all levels and steps of the procedure in the sequence and manner indicated.

10. Failure of the faculty member or the Association to appeal in writing any determination within ten (10) college days of the time it is made shall be deemed to be incontestable evidence that the grievance has been settled satisfactorily; lack of response within ten (10) days at any formal level by an administrator shall concede the grievance.

11. Time limits in the Article may be extended by mutual consent of the Board and the faculty member or Association. Such consent will not be unreasonably withheld.

12. No terms can be added to or subtracted from this Agreement, nor any provision changed by the grievance procedure.

13. If the grievance is filed on or after ten (10) College days before the end of the second semester, every effort will be made to process the grievance prior to the close of the College year.

14. The Board shall provide all necessary forms for the processing of a grievance (see Appendix M for Grievance Form).

15. Representatives of the Association shall meet at least monthly with the President of the College and/or other designated representatives of the Administration for informal discussion of grievances.

C. Definitions:

1. A grievance is a claim or complaint by a faculty member, group of faculty members, or the Association as to the application or interpretation of this Agreement (either as to the meeting of its terms, or as to the rights of either party under these terms, or as to the justification of action taken under these terms).

2. The "aggrieved person" is the faculty member making the claim.

3. The term "faculty" includes any individual or group of individuals represented by the Association, or the Association itself.

4. A "determination" shall be the informal or formal decision of the Board representative at any level or step of the procedure.

D. Informal Level:

This is a professional step taken informally by the individual member, group of faculty members, and/or the Association representative by requesting, in writing, a meeting with the appropriate Dean to discuss a grievance. This meeting shall take place within five (5) College days of a request for the meeting. No written record of the determination is required, unless requested by the faculty member and/or Association.

E. Formal Level:

Step 1: All formal grievances shall be filed in writing and submitted to the President after completion of the informal level. A grievance may be initiated at Step 1 of the Formal Level by the mutual consent of the Association and the President. Such mutual consent shall be in writing.

A formal grievance must be made within thirty (30) College days of the occurrence of the event or condition causing the grievance. Within ten (10) College days of receipt of the grievance, the President shall cause to be held the necessary hearings and shall issue a written determination.

Article IX: Grievance Procedures (con't)

Step 2: Appeal from the determination of the President at Step 1 may be made by presenting a written appeal to the Secretary of the Board. The Board shall then hear the appeal as a committee of the whole when called by the Chairman of the Board, and issue a written determination within ten (10) College days of receipt of the appeal. If the determination of the Board at this Step requires official action, the Board shall take action at the next regular or special meeting to confirm the determination made.

Step 3: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. The Association must file within twenty (20) College days following the denial of the grievance, at the previous Step, not counting July or August. Such notice to arbitrate shall be in writing and shall be served upon the Secretary for the Board within said twenty (20) College day period. If the parties cannot agree as to the arbitrator within five (5) College days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Arbitrator's awards shall become final and binding on both of the parties.

The fees and expenses of the arbitrator shall be shared equally by the parties. Individual employees shall not be able to initiate arbitration. Any award based on finding by the arbitrator shall be in writing including his factual finding and conclusions.

Article X

Agreement Effectuation

A. This Agreement shall supercede any rules, regulations or practices of the Board and the Association which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any constitutional or bylaw provisions of the Association heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. This Agreement shall constitute the full complete commitment between both parties and shall not be altered, changed, added to, deleted from or modified during the term of this Agreement without mutual consent of both parties.

D. The parties recognize that the College may establish one or more off-campus centers during the terms of this Agreement. During the negotiations which resulted in this Agreement, no settlement was reached with respect to wages, hours and other conditions of employment applicable to any such off-campus centers. Accordingly, anything in this Agreement to the contrary notwithstanding the parties agree to meet and negotiate such off-campus centers with respect to wages, hours and other conditions of employment. Any agreement reached shall be made a written and signed amendment to this Agreement.

E. All faculty members who participate in the production of tapes, including TV tapes, products, publications, or educational materials using College materials, equipment, and/or College time, shall retain rights to subsequent use, reproduction, and sale of such items as follows:

1. If the faculty member does not reimburse the College for the expenses incurred in production of the aforementioned materials, the College retains the right to use the materials internally, and any external use of these materials shall be by mutual consent between the Board and the faculty member.

2. If the faculty member reimburses the College for all expenses incurred in production of the aforementioned materials, the College shall retain the right to use the materials internally, but the faculty member shall retain all rights related to external use of the materials.

3. Materials produced prior to the effective date of this Agreement are subject to use internally and externally only by mutual consent between the Board and the faculty member involved.

F. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal College year and the avoidance of disputes which threaten to interfere with such operation. Since parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during this period of this Agreement. The Association, accordingly, agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, work slowdown, or work stoppage at St. Clair County Community College, as defined by Section 1 of the Public Employment Relations Act. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

G. In any instances where weather or other disaster causes the cancellation of classes in the entire College, faculty members likewise shall be dismissed without deduction of salary or leave time.

H. The Board shall furnish copies of this Agreement to all faculty members. In addition, the Board shall furnish the Association at least seventy-five(75) copies of this Agreement upon request.

I. There shall be three(3) signed copies of the final Agreement for the purpose of record, One(1) copy shall be retained by the Board, one(1) by the Association and one(1) by the College President.

J. The Appendices attached to this Agreement are, without exception, included as provisions of this Agreement.

Article XI

Duration of the Agreement

This Agreement shall be effective as of August 10, 1985, and shall continue in effect through the end of the 1988 summer session. Between January 1 and June 15 of 1988, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for this Agreement.

Board of Trustees

By ______________________________
Chairman

By ______________________________
Vice Chairman

Association

By ______________________________
President

By ______________________________
Secretary

By ______________________________
Chairman, Negotiation Committee

By ______________________________
Negotiating Committee Member

By ______________________________
Negotiating Committee Member

By ______________________________
Negotiating Committee Member

By ______________________________
Negotiating Committee Member

August 8, 1985
Date of Signing

1985-86 CALENDAR

Appendix A-1

1985 FALL SEMESTER

August 22 - New faculty reports
August 23 - All faculty reports
August 26 - Classes begin
September 2 - Labor Day Holiday - No classes
October 21 - Mid-semester grades due - 4:00 p.m.
November 27, 28, 29- Thanksgiving Holiday - No classes
December 2 - Classes resume
December 16 - Finals begin
December 20 - Records day
December 23 - Final grades due - 4:00 p.m.

1986 WINTER SEMESTER

January 9 - All faculty reports - In Service
January 10 - All faculty reports
January 13 - All classes begin
March 10 - Mid-semester grades due - 4:00 p.m.
March 10 - Spring Holiday begins - No classes
March 17 - Classes resume
May 5 - Finals begin
May 9 - Records day - Commencement
May 12 - Final grades due - 4:00 p.m.

1986 SPRING SESSION

May 16 - Last day to register before classes
May 19 - Classes begin
May 26 - Memorial Day Holiday - No classes
June 27 - Spring Session Ends - grades due 4:00 p.m.

1986 SUMMER SESSION

June 27 - Last day to register before classes
June 30 - Classes begin
July 4 - Independence Day Holiday - No classes
August 8 - Summer Session Ends - grades due 4:00 p.m.

This calendar applies to all instructional divisions and departments of the College, on-campus and off-campus, with the following exceptions:

1. Practical Nursing will begin and end spring and summer sessions one week earlier.
2. Associate Degree Nursing will begin and end spring or summer sessions one week earlier.
3. In the fall semester, no class which is scheduled to fulfill all its weekly requirement of contact hours on Tuesday shall be required either to schedule or meet more than sixteen Tuesdays.

1986-87 CALENDAR

Appendix A-2

1986 FALL SEMESTER

August 21 - New faculty reports
August 22 - All faculty reports
August 25 - Classes begin
September 1 - Labor Day Holiday - No classes
October 20 - Mid-semester grades due - 4:00 P.M.
November 26, 27, 28 - Thanksgiving Holiday - No classes
December 1 - Classes Resume
December 15 - Finals begin
December 19 - Records day
December 22 - Final grades due - 4:00 P.M.

1987 WINTER SEMESTER

January 8 - All faculty reports - In Service
January 9 - All faculty reports
January 12 - All classes begin
March 9 - Mid-semester grades due - 4:00 P.M.
March 9 - Spring Holiday begins - No classes
March 16 - Classes resume
May 4 - Finals begin
May 8 - Records day - Commencement
May 11 - Final grades due - 4:00 P.M.

1987 SPRING SESSION

May 15 - Last day to register before classes
May 18 - Classes begin
May 25 - Memorial Day Holiday - No classes
June 26 - Spring Session Ends - grades due 4:00 P.M.

1987 SUMMER SESSION

June 26 - Last day to register before classes
June 29 - Classes begin
July 3 - Independence Day Holiday - No classes
August 7 - Summer Session Ends - grades due 4:00 P.M.

This calendar applies to all instructional divisions and departments of the College, on-campus and off-campus, with the following exceptions:

1. Practical Nursing will begin and end spring and summer sessions one week earlier.
2. Articulating Associate Degree Nursing students will begin spring session one week earlier.
3. In the fall semester, no class which is scheduled to fulfill all its weekly requirement of contact hours on Tuesday shall be required either to schedule or meet more than sixteen Tuesdays.
4. By mutual consent of the instructor and the Dean of Instruction, scheduling of off-campus classes may deviate from this calendar.

1987-88 CALENDAR

Appendix A-3

1987 FALL SEMESTER

August 20 - New faculty reports
August 21 - All faculty reports
August 24 - Classes begin
September 7 - Labor Day Holiday - No classes
October 19 - Mid-semester grades due - 4:00 P.M.
November 25, 26, 27 - Thanksgiving Holiday - No classes
November 30 - Classes resume
December 14 - Finals begin
December 18 - Records day
December 21 - Final grades due - 4:00 P.M.

1988 WINTER SEMESTER

January 7 - All faculty reports - In Service
January 8 - All faculty reports
January 11 - All classes begin
March 7 - Mid-semester grades due - 4:00 P.M.
March 7 - Spring Holiday begins - No classes
March 14 - Classes resume
May 2 - Finals begin
May 6 - Records day - Commencement
May 9 - Final grades due - 4:00 P.M.

1988 SPRING SESSION

May 13 - Last day to register before classes
May 16 - Classes begin
May 30 - Memorial Day Holiday - No classes
June 24 - Spring Session Ends - grades due 4:00 P.M.

1988 SUMMER SESSION

June 24 - Last day to register before classes
June 27 - Classes begin
July 4 - Independence Day Holiday - No classes
August 5 - Summer Session Ends - grades due 4:00 P.M.

This calendar applies to all instructional divisions and departments of the College, on-campus and off-campus, with the following exceptions:

1. Practical Nursing will begin and end spring and summer sessions one week earlier.
2. Articulating Associate Degree Nursing students will begin spring session one week earlier.
3. In the fall semester, no class which is scheduled to fulfill all its weekly requirement of contact hours on Tuesday shall be required either to schedule or meet more than sixteen Tuesdays.
4. By mutual consent of the instructor and the Dean of Instruction, scheduling of off-campus classes may deviate from this calendar.

Appendix B

Faculty on Continuing Status
as of July 31, 1985

Adolph, Frederick
Anecki, Leo
Bargiel, Sylvia
Bartley, Thomas
Blake, Ben-Carr
Boal, Marge
Borris, John
Brown, Eddie
Burns, Lecnard
Claflin, Nancy
Claflin, Wayne
Collins, Robert
Colwell, Richard
Costanza, Lillian
Defever, Susanna
Fair, Barbara
Flickinger, Linda
Foley, Therese
Geer, Paul
Gliniecki, Roseline
Goetze, Marilyn
Grain, G. Murray
Grambau, Roland
Green, Ross
Groch, Richard
Guyor, James
Haines, Donald
Halamka, James
Hartwig, Elwin
Henry, John
Johnson, Gail
Korff, David
Krug, Jr., Charles
Lambe, Kenneth
Law, Lynn
Leader, James
Light, Lee
Lloyd, Doris
Longuski, Marvin
Lynch, Alice
MacAlpine, Marilyn
Martin, Judith
Maywar, James
McNichol, Joseph
Mooney, Thomas
Needham, Betty
Nickerson, Kathleen
Norris, James
Northup, A. Dale
Nyitray, Nancy
Obee, Thomas
Ogden, Judy
O'Reilly, Thomas
Pillsbury, Virginia
Radike, Walter
Reed, Jr., Fred
Rintala, Edsel
Roberts, Robert
Robinette, Earl
Rock, Nancy
Rogers, Roy
Ruebelman, Stephen
Russell, Christine
Sandell, Robert
Schmitt, Paul
Sheline, Leroy
Shook, David
Smith, Harley
Smith, Ivan
Smith, Mary Ann
Smith, Patricia
Smith, Wanda
Snyder, Haddock
Soule, Michael
Steinhaus, Jo Ann
Stephens, Charles
Sutton, Glenn
Tansky, Robert
Tomion, Betty
VanderEsch, Marilyn
VanderHeuvel, Edwin
Voss, James
Wenning, Hollis
Wigginton, Louis
Wright, Charles
Zochowski, Francis
Zvanovec, Francis

APPENDIX C

Criteria for State and College
Vocational/Technical Instructor Endorsement

1. A Bachelor's Degree or equivalent in occupational expertise is required. An instructor not holding a formal Bachelor's Degree in Education or the area of speciality will remain as a probationary status instructor until such degree is received. This degree must be obtained within a five year period starting with the 1982 Fall Semester or the date of hire for future instructors.

   Present vocational/technical continuing status instructors are grandfathered from this requirement unless State of Federal guidelines require a degree in which case vocational/technical continuing status instructor shall be required to obtain the degree within the time limits set by State or Federal guidelines.

2. Work experience and education to fulfill requirements of Michigan Department of Education Vocational-Technical Education Service as described in Dean's Guide to Federally reimbursed Community College Occupational Programs and the Annual and Long Range State Plan for Vocational Education in Michigan.

3. When applicable, licensure or certification required for employment in the occupation. Grandfather existing staff with the proviso that if State or Federal requirements change, faculty must comply.

Appendix D

Student Opinion of Teaching and Course

W.J. McKeachie

I. Characteristics of the Teacher and the Teaching

Each of the items below deals with a characteristic of instructors which students feel to be important. Indicate your rating of your instructor by a check at the appropriate point on the scale. The exact point at which you rate is less important than the general impression.

Write in after the question any additional comments that you wish to make. Give examples wherever possible.

1. Is he actively helpful when students have difficulty?

1	2	3	4	5

Not helpful Actively helpful
Example or Comments:

2. Does he appear sensitive to students' feelings and problems?

1	2	3	4	5

Unaware Responsive
Example or Comments:

3. Was he flexible?

1	2	3	4	5

Rigid Flexible
Example or Comments:

4. Does he make students feel free to ask questions, disagree, express their ideas, etc.?

1	2	3	4	5

Intolerant Encourages student ideas
Example or Comments:

5. Is he fair and impartial in his dealings with the students?

1	2	3	4	5

Unfair Fair
Example or Comments:

6. Is his speech adequate for teaching?

1	2	3	4	5

Unintelligible Good
Example or Comments: (Volume, Tone, Ennunciation, Rate, Vocabulary, etc.)

7. Does he belittle students?

1	2	3	4	5

Belittles Respects
Example or Comments:

8. Does he tell students when they have done particularly well?

1	2	3	4	5

Never Always
Example or Comments:

9. Does he dwell upon the obvious?

1	2	3	4	5

Dwells on obvious Introduces interesting ideas
Example or Comments:

10. Is he interested in the subject?

1	2	3	4	5

Seems uninterested Seems interested
Example or Comments:

11. Does he use pertinent examples or illustrations to clarify the material?

1	2	3	4	5
Poor				Good

Example or Comments:

12. Is the number of examples or illustrations helpful?

1	2	3	4	5
Too many or too few				About right

Example or Comments:

13. Does he present material in a well-organized fashion?

1	2	3	4	5
Disorganized				Well-organized

Example or Comments:

14. Did he follow an outline?

1	2	3	4	5
No		Occasionally		Frequently

Example or Comments:

15. Is the use of the outline meaningful because it clarifies or structures course content?

1	2	3	4	5
No		Somewhat		Yes

Example or Comments:

16. Does he stimulate thinking?

1	2	3	4	5
Dull				Stimulating

Example or Comments:

17. Does he put his material across in an interesting way?

1	2	3	4	5
Dull				Very interesting

Example of Comments:

18. Other important characteristics - Please spicify:

19. Considering everything how would you rate this teacher? (Circle your rating)

Poor Fair Average Good Excellent

II. Characteristics of the Course

1. Are the objectives of the course clear?

1	2	3	4	5
Unclear				Clear

Example or Comments:

2. Is the amount of work required appropriate for the credit received?

1	2	3	4	5
Unequal		Some Imbalance		Equal

Example or Comments:

3. Was the assigned reading appropriate?

1	2	3	4	5
Poor				Good

Example or Comments:

4. Are the tests fair?

1	2	3	4	5
Unfair				Fair

Example or Comments:

5. Are the grades assigned fairly?

1	2	3	4	5
Unfair				Fair

Example or Comments:

6. How would you rate the contribution of the textbook to the course?

1	2	3	4	5
Poor				Excellent

Example or Comments:

Considering all of the above qualitites which are applicable (including others that you added), how would you rate this course? (Circle your rating).

Poor Fair Average Good Excellent

If you have any additional comments to make about the course or the teacher, please make them at the bottom of this page.

Appendix E-1

Evaluation of Probationary Instructor's Classroom Teaching Performance

Instructor Evaluated ______________________ Date of Evaluation ____________

Evaluator ______________________ Duration of Observation ________

Instructional Activity Observed ______________________________________

Circle the appropriate number which best describes the performance of the instructor being observed. Briefly explain the basis for your evaluation in the area provided after each qualification.

	Performance Scale				
	Adequate		Satisfactory		Outstanding
1. Subject matter presented clearly so that a normally attentive student could understand material.	5	4	3	2	1
2. Instructional activity well organized.	5	4	3	2	1
3. Either used effective innovative teaching techniques or audio-visual aids (or gimicks) for lectures.	5	4	3	2	1
4. Demonstrates a sound knowledge of subject matter.	5	4	3	2	1

Appendix E-1, con't.

5. Encourages and responds well to student inquiry. 5 4 3 2 1

6. Provides comprehensible, adequate, fair, and appropriate evaluative standards, instruments, and procedures for measuring students' performance. 5 4 3 2 1

7. Has a prepared course syllabus which provides a comprehensive outline of the course material. 5 4 3 2 1

8. Is there anything about the instructor's speech, dress, or demeanor which impairs his teaching effectiveness? yes ______ no ______

8. Is there anything about the instructor's speech, dress, or demeanor which impairs his teaching effectiveness? yes ______ no ______

Explain and illustrate your answer at length.

Evaluator: Explain desirable behavior in areas of inadequacy.

Evaluation Completed By:	Signature of Person Evaluated:
______________________	______________________
______________________ Date	______________________ Date

Appendix E-2

Evaluation of Probationary Instructor's Performance in Fulfilling Contractual Responsibilities and General Professional Responsibilities

Instructor Evaluated ______________________ **Date** ______________________

Evaluator ______________________ **Duration of Observation** __________

Circle the appropriate number which best describes the performance of the instructor being observed. Briefly explain the basis for your evaluation in the area provided after each qualification.

	Performance Scale				
	Adequate		Satisfactory		Outstanding
1. Fulfills departmental and clerical responsibilities.	5	4	3	2	1
2. Attends department and Forum committee meetings.	5	4	3	2	1
3. Works with colleagues in a cooperative manner.	5	4	3	2	1
4. Maintains conference hours.	5	4	3	2	1
5. Promptness at meetings and in carrying out classroom responsibilities.	5	4	3	2	1

Appendix E-2, con't.

6. Works with his evaluation committee in a cooperative manner. 5 4 3 2 1

Evaluator: Explain desirable behavior in areas of inadequacy.

Evaluation Completed By: **Signature of Person Evaluated:**

______________________	______________________
______________________ Date	______________________ Date

Appendix F-1

Evaluation of Probationary Counselor's Counseling Performance

Counselor Evaluated ______________________ Date of Evaluation ____________

Evaluator ______________________ Duration of Observation ________

Counseling Activity Observed ______________________________________

	Performance Scale				
	Adequate		Satisfactory		Outstanding
1. Information presented clearly so that a normally attentive counselee could understand material (i.e. academic and educational requirements, test data etc.).	5	4	3	2	1
2. Utilizes advising and counseling resource materials when applicable (i.e. uses available bulletins, occupational library material appropriate aptitude tests).	5	4	3	2	1
3. Demonstrates a comprehensive knowledge of counseling concepts and procedures (i.e. familiarity with counseling techniques commonly taught in counselor education programs).	5	4	3	2	1
4. Encourages and responds well to counselee's inquiries and concerns (i.e. openness to counselee's questions, doesn't unduly censure counselee, sensitivity to individual differences, etc.).	5	4	3	2	1
5. Ability to assist counselee in formulation of appropriate alternatives to problems presented by counselee.	5	4	3	2	1

Appendix F-1, con't.

6. Is there anything about the counselor's speech, dress, or demeanor which impairs his counseling effectiveness? yes _____ no _____
Explain and illustrate your answer at length. 5 4 3 2 1

7. Attempts to promote self-direction on part of counselee. 5 4 3 2 1

8. Ability to engender rapport with faculty, administration, secretarial staff, parents, etc. 5 4 3 2 1

9. Contributes to departmental "in-service" training sessions (i.e. suggestions and recommendations regarding departmental policies and procedures, case conferences, etc.). 5 4 3 2 1

10. Counseling and testing activities well organized (i.e. organized scheduling of appointments, testing sessions, so as to maximize accommodation to students). 5 4 3 2 1

Evaluator: Explain desirable behavior in areas of inadequacy.

Evaluation Completed By: ______________________

Date ______________________

Signature of Person Evaluated: ______________________

Date ______________________

Appendix F-2

Evaluation of Probationary Counselor's Performance in Fulfilling Contractual Responsibilities and General Professional Responsibilities

Counselor Evaluated ______________________ **Date** ______________________

Evaluator ______________________ **Duration of Observation** __________

Circle the appropriate number which best describes the performance of the counselor being observed. Briefly explain the basis for your evaluation in the area provided after each qualification.

Performance Scale

	Adequate		Satisfactory		Outstanding
1. Fulfills departmental and clerical responsibilities.	5	4	3	2	1
2. Attends department and Forum committee meetings.	5	4	3	2	1
3. Works with colleagues in a cooperative manner.	5	4	3	2	1
4. Maintains office hours.	5	4	3	2	1
5. Promptness at interviews and in carrying out counseling and advising.	5	4	3	2	1

Appendix F-2. con't.

6. **Works with his evaluation committee in a cooperative manner.**	**5 4 3 2 1**

Evaluator: Explain desirable behavior in areas of inadequacy.

Evaluation Completed By:

____

____
Date

Signature of Person Evaluated:

____

____
Date

Appendix G

Evaluation of LRC Faculty Member

LRC Faculty Member Evaluated ________________________________ Date ____________

Directions: For each question, circle the answer below which is applicable. In the space provided add justification for that response. If your narrative is lengthy, use supplemental sheets.

1. Demonstrates a comprehensive knowledge of the structure and activities of the community college learning resources center.

   Unsatisfactory   Satisfactory   Outstanding   N/A

2. Demonstrates an appropriate knowledge of his/her specialty of function within the Learning Resources Center.

   Unsatisfactory   Satisfactory   Outstanding   N/A

3. Communicates effectively with the individuals utilizing the services of the Learning Resources Center.

   Unsatisfactory   Satisfactory   Outstanding   N/A

Appendix G, con't.

4. **Effectively organizes daily activities related to professional responsibilities.**

Unsatisfactory Satisfactory Outstanding N/A

5. **Demonstrates initiative and contributes to the program of the Learning Resources** Center.

Unsatisfactory Satisfactory Outstanding N/A

6. **Maintains rapport with colleagues and the support staff.**

Unsatisfactory Satisfactory Outstanding N/A

7. **Understands the policies of the Learning Resources Center and seeks to fulfill them.**

Unsatisfactory Satisfactory Outstanding N/A

Appendix G, con't.

8. Exercises good judgement, tact, self control and poise in his interactions with individuals utilizing the services of the Learning Resources Center and in his fulfillment of professional responsibilities.

Unsatisfactory Satisfactory Outstanding N/A

9. Accepts constructive criticism related to responsibilities from qualified individuals.

Unsatisfactory Satisfactory Outstanding N/A

10. Communicates effectively with colleagues and support staff.

Unsatisfactory Satisfactory Outstanding N/A

Evaluator

____

Evaluatee

____

Appendix H-1

Student Opinion of Teaching and Course

W.J. McKeachie

I. Characteristics of the Teacher and the Teaching

Each of the items below deals with a characteristic of instructors which students feel to be important. Indicate your rating of your instructor by a check at the appropriate point on the scale. The exact point at which you rate is less important than the general impression.

Write in after the question any additional comments that you wish to make. Give examples whenever possible.

1. Is he actively helpful when students have difficulty?

1	2	3	4	5

Not helpful — Actively helpful

Example or Comments:

2. Does he appear sensitive to students' feelings and problems?

1	2	3	4	5

Unaware — Responsive

Example or Comments:

3. Was he flexible?

1	2	3	4	5

Rigid — Flexible

Example or Comments:

4. Does he make students feel free to ask questions, disagree, express their ideas, etc.?

1	2	3	4	5

Intolerant — Encourages student ideas

Example or Comments:

5. Is he fair and impartial in his dealing with the students?

1	2	3	4	5

Unfair — Fair

Example or Comments:

6. Is his speech adequate for teaching?

1	2	3	4	5

Unitelligible — Good

Example or Comments: (Volume, Tone, Ennunciation, Rate, Vocabulary, etc.)

7. Does he belittle students?

1	2	3	4	5

Belittles — Respects

Example or Comments:

8. Does he tell students when they have done particularly well?

1	2	3	4	5

Never — Always

Example or Comments:

9. Does he dwell upon the obvious?

1	2	3	4	5

Dwells on obvious — Introduces interesting ideas

Example or Comments:

10. Is he interested in the subject?

1	2	3	4	5

Seems uniterested — Seems interested

Example or Comments:

1085

11. Does he use pertinent examples or illustrations to clarify the material?

1	2	3	4	5

Poor Good
Example or Comments:

12. Is the number of examples or illustrations helpful?

1	2	3	4	5

Too many or too few About right
Example or Comments:

13. Does he present material in a well-organized fashion?

1	2	3	4	5

Disorganized Well-organized
Example or Comments:

14. Did he follow an outline?

1	2	3	4	5

No Occasionally Frequently
Example or Comments:

15. Is the use of the outline meaningful because it clarifies or structures course content?

1	2	3	4	5

No Somewhat Yes
Example or Comments:

16. Does he stimulate thinking?

1	2	3	4	5

Dull Stimulating
Example or Comments:

17. Does he put his material across in an interesting way?

1	2	3	4	5

Dull Very interesting
Example or Comments:

18. Other important characteristics - Please specify

19. Considering everything how would you rate this teacher? (Circle your rating)

Poor Fair Average Good Excellent

II Characteristics of the Course

1. Are the objectives of the course clear?

1	2	3	4	5

Unclear Clear
Example or Comments:

2. Is the amount of work required appropriate for the credit received?

1	2	3	4	5

Unequal Some Imbalance Equal
Example or Comments:

3. Was the assigned reading appropriate?

1	2	3	4	5

Poor Good
Example or Comments:

4. Are the tests fair?

1	2	3	4	5

Unfair Fair
Example or Comments:

5. Are the grades assigned fairly?

1	2	3	4	5

Unfair Fair
Example or Comments:

6. How would you rate the contribution of the textbook to the course?

1	2	3	4	5

Poor Excellent
Example or Comments:

Considering all of the above qualities which are applicable (including others that you added), how would you rate this course? (circle your rating).

Poor Fair Average Good Excellent

If you have any additional comments to make about the course or the teacher, please make them at the bottom of this page.

Appendix H-2

Instructor's Self-Evaluation of Teaching and Course

Modification of W.J. McKeachie's Form

I. Characteristics of Myself and my Teaching

Each of the items below deals with a characteristic of instructors which students feel to be important. Indicate your own rating of yourself by a check at the appropriate point on the scale. The exact point at which you rate is less important than the general impression. Write in after the question any additional comments that you wish to make. Give examples wherever possible.

1. Am I actively helpful when students have difficulty?

1	2	3	4	5

Not helpful — Actively helpful

Example or Comments:

2. Do I appear sensitive to students' feelings and problems?

1	2	3	4	5

Unaware — Responsive

Examples or Comments:

3 Am I flexible?

1	2	3	4	5

Rigid — Flexible

Example or Comments:

4 Do I make students feel free to ask questions, disagree, express ideas, etc?

1	2	3	4	5

Intolerant — Encourages Student Ideas

Example or Comments:

5. Am I fair and impartial in my dealings with the students?

1	2	3	4	5

Unfair — Fair

Example or Comments:

6. Is my speech adequate for teaching?

1	2	3	4	5

Unintelligible — Good

Example or Comments: (Volume, Tone, Ennunciation, Rate, Vocabulary, etc.)

7. Do I belittle students?

1	2	3	4	5

Belittles — Respects

Example or Comments:

8. Do I tell students when they have done particularily well?

1	2	3	4	5

Never — Always

Example or Comments:

9. Do I dwell upon the obvious?

1	2	3	4	5

Dwell on obvious — Introduce interesting ideas

Example or Comments:

10. Am I interested in the subject?

1	2	3	4	5

Uninterested — Interested

Example or Comments:

Appendix H-2, con't.

11. Do I use enough examples or illustrations to clarify the material?

1	2	3	4	5

None — Many

Example or Comments:

12. Do I present material in a well-organized fashion?

1	2	3	4	5

Disorganized — Well-organized

Example or Comments:

13. Do I follow an outline?

1	2	3	4	5

Not at all — Very closely

Example or Comments:

14. Do I stimulate thinking?

1	2	3	4	5

Dull — Stimulating

Example or Comments:

15. Do I put my material across in an interesting way?

1	2	3	4	5

Dull — Very Interesting

Example or Comments:

16. Other important characteristics - Please specify:

17. Considering everything how would you rate yourself? (Circle your rating)

Poor Fair Average Good Excellent

II. Characteristics of the COurse

1. Are the objectives of the course clear?

1	2	3	4	5

Unclear — Clear

Example or Comments:

2. Is the amount of work required appropriate for the credit received?

1	2	3	4	5

Too much — About right

Example or Comments:

3. Was the assigned reading difficult?

1	2	3	4	5

Too easy — Too difficult

Example or Comments:

4. Are the tests fair?

1	2	3	4	5

Unfair — Fair

5. Are the grades assigned fairly?

1	2	3	4	5

Unfair — Fair

Example or Comments:

6. How would you rate the contribution of the textbook to the course?

1	2	3	4	5

Poor — Excellent

Example or Comments:

Considering all of the above qualitites which are applicable (including others that you added), how would you rate this course? (Circle your rating).

Excellent Very Good Good Fair Poor Very Bad

If you have any additional comments to make about the course or yourself, please make them at the bottom of this page.

Appendix H-3

Discipline Coordinator/Department Chairperson Evaluation Form For Continuing Status Instructor on Discipline/Department Discussion Session

Instructor

Department

Date

Comment on each of the following areas of discussion as presented by the instructor being evaluated:

Educational Philosophy

Objectives (Syllabus) for Specific Courses Being Taught

Student Outlines for Courses

Classroom Methodology

Grading System

Attendance Policy

Discipline Coordinator

*If Discipline Coordinator is being evaluated, then the Chairperson fills out this form.

Appendix H-4

Division Administrator Evaluation Form For Continuing Status Faculty Members on Faculty Contractual Obligations

Instructor	Department	Date

Relate the faculty member's observation of the following contractual obligations by commenting on the areas if necessary:

Participation on Probationary-Status Instructor Committee

Work-Load Provisions

Clerical Responsibilities

Conference Hours

Department Meeting Attendance

Participation in Scheduling Procedures

Duties During Regular College Registration

Academic Advising Responsibilities

Meeting Calendar Obligations

Division Administrator*

*By the Dean when applicable

Appendix H-5

Official Personnel File Summary Evaluation Form of CSI Forms 1 through 4

Comments Relating to Student & Self-Evaluation:

Comments Relating to Peer Evaluation:

Comments Relating to Contractual Obligations:

Summary Comments of Dean:

____
Signature of Dean

____
Signature of Faculty Member

To be filed in continuing status instructor's official personnel file. Additional comments by faculty member may be attached hereto.

CSI-5

Appendix I-1

Continuing Status LRC Faculty Member's Self-Evaluation

A self-evaluation is required from the LRC faculty member being evaluated. The self-evaluation does not have a structure imposed, but should be written in terms of personal goals.

______________________________ ______________________________

Signature of Person Being Evaluated Date

CSL-1

Appendix I-2

Client Evaluation of
Learning Resources Center Personnel

I. 1. I am a:
______ Student
______ Faculty Member
______ Other

2. Person Being evaluated:
______ Public Service Coordinator
______ AV Coordinator
______ TV Coordinator

3. How often do you use this person's services each semester?
______ 0-5 times
______ 5-15 times
______ More than 15 times

4. Have you ever been introduced to services in this person's area?

____

5. Do you feel you are familiar with the services this person offers?
______ Very familiar
______ Familiar
______ Unfamiliar

6. How often do you use LRC facilities generally?
______ Very frequently
______ Frequently
______ Infrequently

II. 1. (a) How was this person able to help you?
______ Very satisfactory
______ Satisfactory
______ Unsatisfactory

(b) If the answer to 1(a) is "unsatisfactory", do you feel that the unsatisfactory nature of the service was due to this person alone, or to a lack of LRC facilities or resources?

____

____

Appendix I-2, con't.

2. Have you received encouragement to use LRC facilities again?

____

3. Has this person helped keep you abreast of new services in your areas of need?

____

III. What additional comments could you make to help this person to improve his services?

____

____

____

____

____

____

Your Signature

____

Date

Appendix I-3

Continuing Status LRC Faculty Member's Evaluation By Learning Resources Center Director

Write a narrative evaluation of the LRC faculty member. Points to be considered for possible inclusion are competence, professionalism, contractual obligations, and innovation. Other items thought to be relevant may be included. Attach additional sheets if necessary.

Signature of Learning Resources Center Director	Date
Name of Learning Resources Center Personnel	Date

CSL-3

Appendix I-4

Official Personnel File Summary Evaluation Form Of Learning Resource Center Forms CSL-1-3

1. Comments relating to Self-Evaluation:

2. Comments relating to Client Evaluation of Continuing Status Learning Resources Center Personnel:

3. Comments relating to evaluation by Learning Resources Center Director:

Signature of Dean

Signature of LRC Director

Date

Signature of LRC Personnel

To be filed in continuing status LRC faculty member's personnel file. Additional comments by LRC faculty member may be attached hereto.

CSL-4

Appendix I-5

Continuing Status LRC Faculty Member's Evaluation By Learning Resources Peers

(To be completed by all professionals attached to the LRC)

1. The peer evaluation group will meet with the evaluatee informally no later than the third week after mid-semester to:

   a. Discuss CSL-1;

   b. Discuss CSL-2;

   c. Establish dates and times for observing the evaluatees performance in his/her area.

2. Members of the peer evaluation group will observe the evaluatee, either jointly or individually, for not less than two 1-hour sessions. Observations must be completed by the fifth week after mid-semester.

3. Write a narrative evaluation of the LRC faculty member viewed as a peer. Points to be considered for possible inclusion are competence, professionalism, contractual obligation and innovation. Of special interest should be the evaluatee's statement of personal goals, his/her understanding of the role his/her area plays in the LRC, and of the LRC's overall position in the structure of the college. Other items thought to be relevant may be included. Attach additional sheets if necessary. Submit your evaluation to the evaluatee by the sixth week after mid-semester.

CSL-5

Appendix J-1

Student Opinion of Counseling Personnel
(Return to Counselor Being Evaluated)

Counselor ______________________________ Date ______________

Each of the items below deal with a characteristic of Counseling Center Personnel which are applicable to most student interviews. Indicate your rating by a check at the appropriate point on the scale. The exact point at which you rate is less important than the general impression. Write in after the question any additional comments that you wish to make. Give examples wherever possible.

1. Did the counselor provide you sufficient opportunity to explain your concern(s)?

1	2	3	4	5
Insufficient				Very sufficient

Examples or Comments:

2. Did the counselor appear to be reasonably sensitive to your expressed concern(s)?

1	2	3	4	5
Insensitive				Sensitive

Example or Comments:

3. In the event a direct answer could not be provided for your concern (s), did the counselor suggest other alternatives?

1	2	3	4	5
Not helpful				Helpful

Example or Comments:

4. If tests were involved in your counseling interview(s), did the counselor explain the tests to your satisfaction (even though the test results may not have been as you had expected?).

1	2	3	4	5
Unclear				Clear

Example or Comments:

Appendix J-1, con't.

5. After your counseling interview(s) were you better able to deal with your concern(s)?

1	2	3	4	5

Not helpful Helpful

Example or Comments:

6. How would you rate the services of the counselor?

1	2	3	4	5

Poor Excellent

Example or Comments:

7. If you participated in a group experience, how would you rate that experience?

1	2	3	4	5

Not helpful Helpful

Example or Comments:

Please indicate reason(s) why you contacted counselor (Please circle)

a. Academic advising (class scheduling)

b. Academic probation

c. Vocational counseling

d. Personal counseling

e. Interested in being in a group

Appendix J-2

Evaluation of Continuing Status Counselor's Counseling Performance

For Official Personnel File

Counselor Evaluated ______________________ **Date of Evaluation** ____________

Director of Counseling and Testing ____________ **Duration of Observation** ________

Counseling Activity Observed ____

	Performance Scale				
	Adequate		Satisfactory		Outstanding
1. Information presented clearly so that a normally attentive counselee could understand material (i.e. academic and educational requirements, test date, etc.). Comments:	1	2	3	4	5
2. Utilizes advising and counseling resource materials when applicable (i.e. used available bulletins, occupational library material, appropriate aptitude tests, etc.). Comments:	1	2	3	4	5
3. Demonstrates a comprehensive knowledge of counseling concepts and procedures (i.e. familiarity with counseling techniques commonly taught in counselor education programs). Comments:					

	Performance Scale
4. Encourages and responds well to counselee's inquiries and concerns (i.e. openness to counselee's questions, doesn't unduly censure counselee, sensitivity to individual differences, etc.). Comments:	1 2 3 4 5
5. Ability to assist counselee in formulation of appropriate alternatives to problems presented by counselee.	1 2 3 4 5
6. Is there anything about the counselor's speech, dress, or demeanor which impair his counseling effectiveness? Yes _____ No _____ Explain and illustrate your answer at length.	
7. Attempts to promote self-direction on part of counselee.	1 2 3 4 5
8. Ability to engender rapport with faculty, administration, secretarial staff, parents, etc.	1 2 3 4 5
9. Contributes to departmental "in-service" training sessions (i.e. suggestions and recommendations regarding departmental policies and procedures, case conferences, etc.).	1 2 3 4 5
10. Counseling and testing activities well organized (i.e. organized scheduling of appointments, testing sessions, so as to maximize accommodation to students).	1 2 3 4 5

Appendix J-2, con't.

11. Additional comments:

Evaluation completed by Director of Counseling and Testing	Signature of Person Evaluated
Date	Date

1102

CSC-2, con't.

Appendix J-3

Evaluation of Continuing Status Counselor's Performance in Fulfilling Contractual Responsibilities and General Professional Responsibilities For Official Personnel File

Counselor Evaluated ______________________ Date of evaluation ____________

Director of Counseling and Testing ____________ Duration of Observation ________

Circle the appropriate number which best describes the performance of the counselor being observed. Briefly explain the basis for your evaluation in the area provided after each qualification.

	Performance Scale				
	Adequate		Satisfactory		Outstanding
1. Fulfills departmental and clerical responsibilities.	1	2	3	4	5
2. Works with colleagues in a cooperative manner.	1	2	3	4	5
3. Promptness at interviews and in carrying out counseling and advising.	1	2	3	4	5
4. Maintains office hours.	Yes				No
5. Attends department meetings.	Yes				No
6. Summary of student opinion of counseling personnel. (CSC-1 for named counselor)					

Evaluation completed by Director of Counseling and Testing ______________________

Signature of Person Evaluated __________________________ Date __________

Appendix J-4

Summary Evaluation

Comments relating to Student Evaluation:

Comments relating to Director of Counseling Evaluation:

Comments relating to Contractual Obligations:

Summary comments of Dean of Student Affairs:

____
Dean of Student Affairs

____
Director of Counseling

____
Counselor

(To be filed in the continuing-status faculty member's personnel file. Additional comments by faculty may be filed hereto.)

Appendix J-5

Continuing Status Counseling Faculty Member's Evaluation
By Counseling Peers

(To be completed by all professionals attached to the CSC)

1. The peer evaluation group will meet with the evaluatee informally no later than the third week after mid-semester to:

   a. Discuss CSC-1;

   b. Discuss CSC-2;

   C. Establish dates and times for observing the evaluatees performance in his/her area.

2. Members of the peer evaluation group will observe the evaluatee, either jointly or individually, for not less than two 1-hour sessions. Observations must be completed by the fifth week after mid-semester.

3. Write a narrative evaluation of the CSC faculty member viewed as a peer. Points to be considered for possible inclusion are competence, professionalism, contractual obligation and innovation. Of special interest should be the evaluatee's statement of personal goals, his/her understanding of the role his/her area plays in the CSC, and of the CSC's overall position in the structure of the College. Other items thought to be relevant may be included. Attach additional sheets if necessary. Submit your evaluation to the evaluatee by the sixth week after mid-semester.

APPENDIX K-1

1985-86 FACULTY SALARY SCHEDULE

Yrs. Exp.	A		B		C		D		E		F	
0	0.90	15,341	1.00	17,046	1.10	18,751	1.20	20,455	1.30	22,160	1.40	23,861
1	0.97	16,535	1.07	18,239	1.17	19,944	1.27	21,648	1.37	23,353	1.47	25,058
2	1.04	17,728	1.14	19,432	1.24	21,137	1.34	22,842	1.44	24,546	1.54	26,251
3	1.11	18,921	1.21	20,626	1.31	22,330	1.41	24,035	1.51	25,739	1.61	27,444
4	1.18	20,114	1.28	21,819	1.38	23,523	1.48	25,228	1.58	26,933	1.68	28,637
5	1.25	21,308	1.35	23,012	1.45	24,717	1.55	26,421	1.65	28,126	1.75	29,831
6	1.32	22,501	1.42	24,205	1.52	25,910	1.62	27,615	1.72	29,319	1.82	31,024
7	1.39	23,694	1.49	25,399	1.59	27,103	1.69	28,808	1.79	30,512	1.89	32,217
8	1.46	24,887	1.56	26,592	1.66	28,296	1.76	30,001	1.86	31,706	1.96	33,410
9	1.53	26,080	1.63	27,785	1.73	29,490	1.83	31,194	1.93	32,899	2.03	34,603
10	1.60	27,274	1.70	28,978	1.80	30,683	1.90	32,387	2.00	34,092	2.10	35,797

NOTE: Each faculty member who has served in the St. Clair County Community College for over fifteen years shall receive longevity pay annually in the amount of $500.00.

A = Non-Degree
B = BA/BS
C = MA/MS
D = MA/MS + 20
E = MA/MS + 40
F = MA/MS + 60 or Doctorate

APPENDIX K- 2

1986-87 FACULTY SALARY SCHEDULE

Yrs. Exp.	A		B		C		D		E		F	
0	0.90	16,108	1.00	17,898	1.10	19,688	1.20	21,478	1.30	23,267	1.40	25,057
1	0.97	17,361	1.07	19,151	1.17	20,941	1.27	22,730	1.37	24,520	1.47	26,310
2	1.04	18,614	1.14	20,404	1.24	22,194	1.34	23,983	1.44	25,773	1.54	27,563
3	1.11	19,867	1.21	21,657	1.31	23,446	1.41	25,236	1.51	27,026	1.61	28,816
4	1.18	21,120	1.28	22,909	1.38	24,699	1.48	26,489	1.58	28,279	1.68	30,069
5	1.25	22,373	1.35	24,162	1.45	25,952	1.55	27,742	1.65	29,532	1.75	31,322
6	1.32	23,625	1.42	25,415	1.52	27,205	1.62	28,995	1.72	30,785	1.82	32,574
7	1.39	24,878	1.49	26,668	1.59	28,458	1.69	30,248	1.79	32,037	1.89	33,827
8	1.46	26,131	1.56	27,921	1.66	29,711	1.76	31,500	1.86	33,290	1.96	35,080
9	1.53	27,384	1.63	29,174	1.73	30,964	1.83	32,753	1.93	34,543	2.03	36,333
10	1.60	28,637	1.70	30,427	1.80	32,216	1.90	34,006	2.00	35,796	2.10	37,586

NOTE: Each faculty member who has served in the St. Clair County Community College for over fifteen years shall receive longevity pay annually in the amount of $500.00.

A = Non-Degree
B = BA/BS
C = MA/MS
D = MA/MS + 20
E = MA/MS + 40
F = MA/MS + 60 or Doctorate

APPENDIX K- 3

1987-88 FACULTY SALARY SCHEDULE

Yrs. Exp.	A		B		C		D		E		F	
0	0.90	16,914	1.00	18,793	1.10	20,672	1.20	22,552	1.30	24,431	1.40	26,310
1	0.97	18,229	1.07	20,109	1.17	21,988	1.27	23,867	1.37	25,746	1.47	27,626
2	1.04	19,545	1.14	21,424	1.24	23,303	1.34	25,183	1.44	27,062	1.54	28,941
3	1.11	20,860	1.21	22,740	1.31	24,619	1.41	26,498	1.51	28,377	1.61	30,257
4	1.18	22,176	1.28	24,055	1.38	25,934	1.48	27,814	1.58	29,693	1.68	31,572
5	1.25	23,491	1.35	25,371	1.45	27,250	1.55	29,129	1.65	31,008	1.75	32,888
6	1.32	24,807	1.42	26,686	1.52	28,565	1.62	30,445	1.72	32,324	1.82	34,203
7	1.39	26,122	1.49	28,002	1.59	29,881	1.69	31,760	1.79	33,639	1.89	35,519
8	1.46	27,438	1.56	29,317	1.66	31,196	1.76	33,076	1.86	34,955	1.96	36,834
9	1.53	28,753	1.63	30,633	1.73	32,512	1.83	34,391	1.93	36,270	2.03	38,150
10	1.60	30,069	1.70	31,948	1.80	33,827	1.90	35,707	2.00	37,586	2.10	39,465

NOTE: Each faculty member who has served in the St. Clair County Community College for over fifteen years shall receive longevity pay annually in the amount of $500.00.

A = Non-Degree
B = BA/BS
C = MA/MS
D = MA/MS + 20
E = MA/MS + 40
F = MA/MS + 60 or Doctorate

Appendix L

St. Clair County Community College
Port Huron, Michigan
Faculty Personal Leave Form

Name ______________________ Address ______________

Telephone No. ______________________ Date of absence __________

Your assignments:

Time	Class	Room

All leaves-of-absence, except for emergency illness, shall be requested on Form CC-B16, in triplicate, and sent directly to the appropriate Dean. In all instances, except emergencies, approval **must be obtained prior to the date of absence.** Application in case of emergency other than illness must be made as soon as feasible.

Reason for your request:

Have you been absent this school year for reasons other than illness? ______________

____
Signature of employee

Disposition of request:

____
Appropriate Administrator

Received
Date:
Time:
By:

Return
Date:
Time.
By:

CC-B16 Submit in triplicate L-1 (125)

Appendix M

St. Clair County Community College
Grievance Report

All dates must be initialed.

Name of Grievant	Date Filed

Informal Level
A. Statement of Grievance: ______________________

B. Date of Occurence: ______________________

C. Remedy Sought: ______________________

D. Date received by Dean of Instruction: ______________________

E. Disposition by Dean of Instruction: ______________________

____

____

____

Signature Date

F. Position of Grievant and/or Association: ______________________

____

____

____

____

1113

Signature Date

Formal Level
Step 1

A. Date received by President ______________________________

B. Disposition by President ______________________________

____
____
____
____
____
____
____
____

____
Signature Date

C. Position of Grievant and/or Association ______________________________

____
____
____
____
____
____
____
____

____
M-2 (127)Signature Date

Step II

A. Date received by Board ____________________

B. Disposition by Board ____________________

Signature Date

C. Position of Grievant and/or Association ____________________

1115

M-3 (128) Signature Date

Appendix M, con't.

Step III

A. Date received by Arbitrator:

B. Disposition by Arbitrator:

Signature Date

Appendix N

Definitions and Miscellaneous Provisions

A. Daniel G. Robbins is excluded from the Master's Degree requirement in Article V-One-B until the end of the winter semester, 1989.

B. Involuntary Leave-of-Absence: This term is defined as being a leave-of-absence which is obligatory, does not require the consent of the instructor, and is subject to the provisions of Article V. Section Six.

C. Seniority:

1. Faculty seniority shall be defined as length of service as a full-time member of the faculty of the College and/or or Port Huron Junior College.

2. Seniority shall continue to accrue for the following leaves of absence:

   a. Sabbatical
   b. Military service as provided by Law
   c. Paid leave
   d. Staff reduction, as prescribed in accordance with provisions of Article V, Section 6, B

   Seniority shall be frozen for all other unpaid leaves of absence.

3. Seniority shall be lost:

   a. When a faculty member is discharged according to the provisions of this agreement except in staff reduction as indicated in Article V. Section 6, B
   b. When a faculty member resigns or retires, effective August 22, 1980

D. Non-Teaching Faculty:

1. All professional service personnel working in the Learning Resources Center below the status of the Director shall be termed "LRC faculty members."

2. All professional service personnel working in the Counseling and Testing Center below the status of the Director shall be termed "counselors."

3. In the case of LRC faculty members and counselors, all terms in the contract which refer to class, classroom, teaching, instruction, subject matter, and so on, shall be construed, in a reasonable and equitable manner, to refer to duties, performance of duties, place of duties, and so on, except as expressly provided for in the work load sections of the Agreement.

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Appendix N

Definitions and Miscellaneous Provisions, Con't.

E. Daily earning rate: the daily earning rate for faculty members shall be computed at the rate of one (1) full day of work being equal to the following amounts:

1. For faculty members on an academic year, 1/164th of contractual salary.

2. For faculty members on an academic year plus six weeks, 1/193rd of contractual salary.

3. For faculty members on a twelve (12) month contract, 1/260th of contractual salary.

F. Voluntary: The term voluntary is defined as not being obligatory but shall be with the consent of the instructor.

G. Discipline: A discipline will consist of those faculty members who teach courses which have common characteristics and are grouped in the catalog with the same acronym in the course number, i.e.: ENG, CHM, SPC, PSY, etc.

H. Coordinator: A coordinator as used in this Agreement is a faculty member who was elected to a staffing position as coordinator by his/her peers (see Article VI, Section One, G) in a discipline as defined above.

I. Department: A department is one or more disciplines in a division.

J. Department Chairperson: A chairperson as used in this Agreement is a faculty member who was elected to a staffing position as chairperson by his/her peers. (See Article VI, Section One, H) in a department as defined above.

K. Division Administrator: An administrator who is a member of the College Career Plan and is the head of a division (formerly called Division Chairperson).

L. Horizontal movement on the salary schedule (education) shall be implemented at the start of the fall or winter semester, or the spring or summer session after which the credit is earned.

M. Vertical movement on the salary schedule (experience) shall be implemented at the beginning of the spring session for those faculty on the teaching faculty's year and on the anniversary of hiring for those faculty on a 12-month work year.

N. Clinical experience: Laboratory courses offered in the Associate Degree Nursing and Practical Nursing disciplines.

Appendix O-1

Rules and Procedures for Administering the Sick Day Bank

Rules:

1. No one may qualify for days from the Sick Leave Bank until his own accumulated sick days are exhausted.
2. Formal application requesting sick days from the Bank may be made before, on, or soon after the applicant's own accumulated sick days are exhausted.
3. Each applicant must be under the care of a physician and secure his/her signature on the application.
4. Unused days from a grant will be returned to the Sick Day Bank.

Appendix O-2

Rules and Procedures for Administering the Sick Day Bank

Procedures:

1. Application forms may be secured from the Business Office by the applicant or his/her representative.

2. Forms are to filled out in quadruplicate.

   a. Original to be sent to the Chairman of the Sick Day Bank Committee.

   b. One copy to be sent to the Business Office.

   c. One copy to be sent to the President of MAHE.

   d. One copy to be retained by the applicant.

3. The Sick Day Bank Committee, at the direction of the chairman, meets, evaluates and decides on the applicant's request.

4. The chairman will notify the Business Office and the applicant of the action taken by the Committee.

5. Each case will be re-evaluated by the Committee, if and when necessary.

6. The faculty member will inform the office of the respective Dean of the date of his return, and in turn, said office will notify the chairman of the Committee.

7. By the end of each semester, the chairman of the Committee will notify the Business Office, in writing, of the number of days in existence in the Bank.

Appendix O-3

Application for Grant of Days from Sick Day Bank

(Fill out in quadruplicate)

____
Date of Application

______________________ ______________________ ______________________
Name of Applicant Address Telephone

Date of expiration of applicant's accumulated sick days: ______________________

Name of attending physician ______________________
Telephone

____
Applicant's Signature

- -

To be completed by physician:

Type of Illness: ______________________

Estimate of number of days patient will be unable to work: ______________________

______________________ ______________________
Physician's Signature Date

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Appendix P

Guidelines for Replacement or Hiring of New Faculty Members

Deans:
1. Posting of position description as required by the Agreement.

2. Contacting placement offices and/or other sources of potential candidates.

3. Maintain a file of all inquiries and endeavor to have on file for all applicants: application form, official academic record, letter of reference and such other information deemed necessary.

Deans, Coordinators, or Department Chairpersons:
1. Review the file and screen out unqualified.

2. Contact the chairperson of the College Appointments Committee and inform him/her that the complete file is available for committee members to review.

College Appointments Committee:
1. Meet with the Dean, Coordinator, or Department Chairperson and mutually agree on candidates to be invited to the campus for interview.

2. Dean will call each candidate, explain the interview procedure and financial limitations, and set up an appointment on campus.

3. Dean will notify in writing, the chairperson of the College Appointments Committee of interview dates and time.

4. College Appointments Committee make recommendations to the Dean as to which candidate or candidates to be hired.

5. Dean makes his recommendation to the President of the College.

6. President of the College makes his recommendation to the Board of Trustees.

7. Board of Trustees officially hire an instructor at a formal Board meeting.

College Appointments Committee Guidelines for Interviewing Candidates:
1. It is recommended that the candidate meet with the Dean, Coordinator, or Department Chairperson for an half-hour before being interviewed by the committee.

2. Committee interviews with the candidates be spaced so that the Dean, Coordinators, or Department Chairperson could have the discussion with the candidate without having to miss any of the committee's interview with the other candidates.

3. Information, during the interview, should be gained about the desirability of the candidate becoming a fellow faculty member.

Appendix P Continued

Procedure for Hiring Part-Time Faculty

A. Posting of part-time vacancies will be made by the appropriate Dean as per contractual requirements.

B. Posting duration for part-time vacancies may be modified by the appropriate Dean in those cases where circumstances necessitate said modification.

C. Application, credentials, and other evidence concerning preparation and experience will be kept on file in the Dean's office.

D. Reviewing of all applicants and the hiring of part-time faculty will be the responsibility of the appropriate Dean, in consultation with the appropriate coordinator or department chairperson.

E. In attempting to establish a bank of applicants, the same guidelines, as far as qualifications are concerned, will be adhered to as used in hiring full-time faculty.

MASTER CONTRACTUAL AGREEMENT

between
THE WASHTENAW COMMUNITY COLLEGE
BOARD OF TRUSTEES

and

THE WASHTENAW COMMUNITY COLLEGE
EDUCATION ASSOCIATION

September 4, 1984
through
August 31, 1987

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RECOGNITION, RIGHTS, AND GUARANTEES.

0001 **Master Contractual Agreement.** A Master Contractual Agreement between the Board of Trustees of Washtenaw Community College and the Washtenaw Community Education Association, a Chapter of the Michigan Education Association and affiliated with the National Education Association.

0002 **Agreement Date.** This Agreement entered into this 4th day of September, 1984, by and between the Board of Trustees of Washtenaw Community College, hereinafter called the Board and the Washtenaw Community College Education Association, hereinafter called the Association.

0003 **Contrary to Law Provision.** If any provision of this Agreement or any application of this Agreement to any faculty member or faculty members should be found contrary to law by a court of last resort or court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of appropriate State agencies from which rule or regulation no appeal has been taken within the time provided for doing so, then such provision shall be deemed invalid except to the extent permitted by law but all other provisions hereof shall continue in full force and effect.

0004 **Recognition.** The Board recognizes the Association as the sole and exclusive bargaining agent for all professional instructional personnel employed at the College on a full-time basis, including those on approved leave. The positions included in the bargaining unit are professional instructor, professional counselor, professional service personnel, clinical technician, and technician. Technicians shall not exceed fifteen percent (15%) of the bargaining unit. The term faculty member when used hereinafter in this agreement shall refer to all members of the bargaining unit. All other employees of the College are excluded from the bargaining unit.

0005 **Exclusive Rights.**

0005.1 The Board agrees not to negotiate with any faculty member individually, or with any faculty organization other than the Association for the duration of this Agreement, nor to refer to any other group any problem for any purpose which is properly the subject of negotiation.

0005.2 No College facilities, resources, personnel, or equipment shall be used by the Board or any of its appointees or employees to support any organization or businesses assuming or attempting to assume any functions or legal rights of the Association, or its members, except for proper actions under the Public Act 379 for "decertification" election procedures.

0006 **Copies of Proposed Policy Changes.** The Board shall furnish the Association with copies of only those proposed policy or by-law changes relating to instruction or working conditions for members one (1) week in advance of official action on such changes.

0007 **Effect by Passage of Law.** Any provision of this Agreement which is contrary to law, but becomes legal during the life of this Agreement shall take immediate effect upon the enactment of such legislation.

0008 **Personal Rights Protected.** Nothing contained herein shall deny any faculty member his/her rights under the State and Federal Constitutions and laws.

0009 **Release Time for Negotiations.** Whenever any representative of the Association or any faculty member is mutually scheduled by the parties to participate during working hours in negotiation and arbitration procedures, he/she shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities.

0010 **Continuance of Operations.**

0010.1 The Association shall not cause, engage in, or sanction any strike or interruption of normal College operations. Nor shall there be any strike or any interruption of work during the life of this Agreement because of any dispute or disagreements between any persons who are not signatory parties to this Agreement.

0010.2 The Board agrees that there will be no lockout of these Association or Association members during the life of this Agreement.

0011 **Equal Application of the Contract.** No employee or group of employees who are not full-time employees of the College may be given wages or other benefits superior to wages or benefits that they would have received as full-time members of the bargaining unit for the same or equal work.

0012 **Selection of Negotiators.** Neither party in any negotiations shall have any control over the selection or number of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. The Agreement shall not be binding until ratified by the Board and the Association.

0013 **Copies of Agreement.** Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all faculty now employed or hereafter employed. The Board will also supply to the Association, free of charge, 150 copies of the Agreement; plus more as needed, at cost.

0014 **Access to Information.** The Board shall make available to the Association upon its reasonable request and within a reasonable time thereafter information concerning the professional staffing and financial resources of the institution, including but not limited to: annual financial reports and audits; registry of professional personnel; budgetary requirements and allocations; agendas and minutes of all Board meetings, and all attachments thereto at the time of distribution to the Board; treasurer's reports; names, addresses and position on salary schedule of all professional personnel in the bargaining unit; and such other information related to Washtenaw Community College and in possession of the Board, as are necessary for negotiation of the collective bargaining agreement and/or the processing of grievances. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form unless mutually agreeable.

0015 **Administrative Consultation.** The Administration shall involve the Association in the formative stages of any construction programs, or major revisions of institutional direction or purpose, which are proposed or under consideration, and the Association shall be given opportunity to advise the Administration with respect to said matters prior to their adoption and/or general publication.

0016 **Performance Contracts.** The Board shall enter into no contract which will result in instruction being provided by any organization other than the Association, except as herein provided. The Board may enter into Health Science performance contracts up to a maximum of six (6) as long as there is a demonstrable need for that service. Performance contracts in the Health Sciences area shall not be used for the purpose of reducing the number of Health Science Technician positions that existed on the effective date of this Agreement. Performance contracts may be issued for non-credit courses and for those courses for which C.E.U.'s are granted. However, appropriate instructional or service areas will have the opportunity to review non-credit offerings in a performance contract which parallel those credit courses taught by full-time faculty members. The Board shall further provide for Association and faculty members' involvement in new or innovative programs from planning through evaluation stages.

0017 **Management's Rights.** The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties, and responsibilities conferred upon and vested in by laws and Constitution of the State of Michigan and of the United States in the executive management and administrative control of the College and its properties and facilities of its employees except as changed and agreed to in a specific article or section of the Agreement.

0018 **Rights to Organize and Support.** The Board hereby agrees that every professional employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any faculty member in the enjoyment of any rights conferred by act or laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any faculty member with respect to hours, wages, or any terms or conditions or employment by reason of his/her membership in the Association.

0019 **Meeting Rooms.** The Association and its officers, for the purpose of carrying out its business, shall have the right to use the College facilities for meetings. No charge shall be made for the Association's use of College rooms for Association meetings, except for additional necessary custodial services.

0020 **Office Space.** The Board shall continue to provide the Association with office space under the conditions which existed on September 1, 1971. Any change in conditions or terms must be mutually agreed upon.

0021 **Use of Facilities.** The Association, for the purpose of carrying out its business, shall have the right to use College facilities, equipment and services: including typewriters, mimeographing machines, other duplicating equipment, calculating machines, word processing equipment, computer terminals, and all types of audiovisual equipment when such equipment is not otherwise in use, except that the Association shall provide its own expendable supplies which may be purchased from College inventory and pay any applicable computer fees.

0022 **Posting of Association Notices.** The Association shall have the right to post notices of its activities and matters of Association concerns on bulletin boards. The Association shall use the College mail service and mailboxes for communications to faculty members, including mass distribution.

0023 **Association Business.** Duly authorized representatives who are members of the Association or their agents shall be permitted to transact official Association business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations.

0024 **Non-Discrimination.** The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is consistent and not discriminatory and without regard to race, religion, color, national origin, age, sex, marital status, height, weight, or handicap.

0025 **Official Association Participation at Board.**

0025.1 The President, or agent of the Association shall appear on the agenda of all Board meetings as the first item of correspondence, verbal.

0025.2 The President, or agent of the Association shall be notified of all Board meetings, public and executive.

0026 **Association Leave.** The Board shall provide the Association with fifteen (15) days at the beginning of every school year to be used by faculty members who are officers or agents of the Association, such use to be at the discretion of the Association President. The Association President agrees to notify the Assistant Vice President of Employee Relations no less than forty-eight (48) hours in advance of taking such leave. The Association shall reimburse the Board for all substitute costs as a result of the use of these days.

0027 **Faculty Member Rights.** The faculty members shall have the right to teach in an atmosphere of free intellectual inquiry and not be subjected to restraints or harassment which would impair their teaching. There shall be no restrictions which would impair the faculty members' ability to present their subject matter.

0028 **Citizenship Rights.** Faculty members shall be entitled to full rights of citizenship and no religious and political activities of any faculty member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such faculty member. The private, personal life of a faculty member is not within the authority of the Board.

FACULTY, PERSONNEL, AND DIVISIONAL PROCEDURES.

0100 **Definitions and Faculty Assignments.**

0101 **College Calendar.** See appendix "A." For each one hour of credit a Minimum of 800 minutes of instruction must be provided. Under the present calendar each scheduled clock hour must provide 55 minutes of instruction.

0102 **The Academic Year.** The academic year shall consist of two fifteen-week semesters and two seven-week sessions.

0102.1 **Length of Academic Year Contract.** All full-time professional faculty members shall be contracted to provide service to the College for 185 reporting days/37 weeks. All faculty members shall begin their contractual assignment on the first scheduled reporting day. Full-time professional counselors and professional service personnel may be assigned to work the 185 reporting days/37 weeks anytime during the twelve (12) months following the first reporting day of the academic year.

Professional counselors and professional service personnel who mutually agree to work during the Christmas break will receive supplemental compensation for the time worked. However, the time worked during the Christmas break will not be counted as part of the required 185 reporting days per academic year.

0102.2 Technicians shall be contracted to provide service to the College for a total of forty-four (44) contractual weeks.

A technician shall be contracted for only 37 weeks in program areas that provide instruction for only 37 weeks. All technicians employed on or before September 1, 1984 shall not have their contractual weeks reduced to less than 44 contractual weeks as a result of this provision.

A technician shall be contracted for only 37 weeks in program areas that provide instruction for only 37 weeks. All technicians employed on or before September 1, 1984 shall not have their contractual weeks reduced to less than 44 contractual weeks a result of this provision.

0103 **The Academic Week.** The academic week for all full-time faculty members for the purpose of this Agreement shall be from 8:00 a.m., Monday through 12:00 noon on Saturday.

0103.1 Faculty members may be scheduled outside of the normal academic week only with the written consent of the faculty member. A copy of the faculy member's approval shall be forwarded to the Association.

0103.2 The College may offer classes and services at times outside the academic week which may be staffed by part-time faculty members in accordance with Section 0108.1.

0103.3 A bargaining unit member shall not be required to have six (6) work days in a week.

0104 **The Academic Day.** The academic day for full-time faculty members shall be from 8:00 a.m. until 11:00 p.m., or on Saturday from 8:00 a.m. to 12:00 noon.

0104.1 Faculty members may be scheduled outside of the normal academic day only with the written consent of the faculty member. A copy of the faculty member's approval shall be forwarded to the Association.

0104.2 **Continuing Education Classes.** Continuing Education classes may be scheduled at any time without regard to the limitations in 0104 or 0104.1 but shall be mutually agreed in writing between the College and the faculty member. A copy of the faculty member's approval shall be forwarded to the Association.

0104.3 **Definition of the Work Day.** Faculty members shall be paid on the basis of their contractual reporting days; and are responsible for campus duties as assigned on any of these days. Leaves and sick benefits shall also be calculated on this basis. Therefore, any leave on a contractual day shall be reported as an absence. Any leave or absence less than or equal to four (4) hours constitutes a half day.

0105 Teaching Assignments and Loads—Definitions.

0105.1 **Recitation.** Recitation sections of scheduled classes not to exceed thirty (30) students, except that individual instructors may admit additional students at their own discretion.

0105.2 **Laboratory Sections.** The assignment of students to laboratory sections of scheduled classes shall not exceed the maximum number of work stations available.

0105.3 **Lecture.** Designated lecture sections shall be those classes which enroll a minimum of forty-one (41) students. The maximum enrollment shall not exceed 200 students. Designated lecture sections shall be counted as 1.5 times the recitation section load for 41-100 students, and 2.0 for 101-200 students.

0105.4 **Telecourses.** Professional Instructors assigned to a television or newspaper course of a full semester or session duration shall be granted load credit of three (3) contact hours for a student enrollment of 15-70 students, and four (4) contact hours for a student enrollment of 71-140 students.

0105.5 **Exceptions.** Exceptions to 0105.1 are as follows:

Course Title	Course Number	Class Size
Developmental English	030/031,091	22
Communication Skills, Technical Communication	100,107	25
Fundamentals of Speaking	101	22
Public Speaking	185	25
Basic Mathematics	039	20
Occupational Math	090	20
Reading	040	20

0106 Assignments and Loads—Professional Instructors Whose Primary Responsibility is Teaching English:

0106.1 Shall be required to teach no more than three (3) English Composition classes per fifteen-week semester or two (2) in a seven-week session as part of their normal load.

0106.2 Shall have no more than twenty (20) students in each English Composition class; however, an additional three (3) students may be added with the faculty member's permission.

0107 **Definition of Full-Time Faculty.**

0107.1 **Full-Time Faculty Members.** Any faculty member who teaches more than half of the normal sixteen (16) contact hour load per week or has assigned more than half of the duties performed by faculty members, or a combination of contact hours and duties performed, shall be considered a full-time faculty member under the terms of this Agreement. Salary only shall be prorated in proportion to time worked. Part-time faculty members may teach up to a maximum of eight (8) contact hours per week.

0107.2 **Part-Time Faculty Members.** All part-time faculty members shall be subject to the provisions of Section 0011 (Equal Application of this Agreement).

0107.3 **Part-Time Employees.** The Board shall not use part-time employees to replace full-time faculty members presently employed. The Board shall not use administrators or other employees of the College to replace present members of the bargaining unit, or use any such persons to reduce base wages or benefits of presently employed members of the bargaining unit.

0107.4 **Substitute Faculty Members.** In the event that a member of the bargaining unit goes on approved leave other than sick leave or personal business leave, the Board may hire a full-time substitute for the duration of that leave up to one (1) year for the purpose of covering the bargaining unit member's regular assignments. Full-time substitutes shall have no contract renewal rights. In all other respects, however, full-time substitutes will be subject to the provisions of this Agreement.

0107.5 **Part-Time Faculty Contact Hour Generation.** The total number of contact hours generated by part-time faculty members shall not exceed thirty-five (35%) of the total number of contact hours generated within the College. Non-credit contact hours shall not be subject to this provision.

0107.6 **New and Experimental Programs/Projects.** The Board may hire faculty members for a period of up to one (1) year to staff experimental programs/projects. These faculty members shall not be subject to the provisions of this Agreement and shall not be entitled to employment continuation rights beyond the life of the experimental program/project.

Any member of the bargaining unit who fills an Experimental Program/Project position shall have the right to return to a position within the bargaining unit at the termination of said program/project without loss of seniority or other rights and benefits due him/her under the terms of this Agreement as though he/she had continued in the bargaining unit.

0107.7 **Programs Funded Outside College Funds.** Courses and programs dependent on outside funding will not be continued beyond the life of the funding agreement. Faculty members hired for these programs shall have no contractual renewal rights. However, in the event that such faculty members are offered full-time faculty status, full-time College service will be applicable to seniority.

0107.8 **Temporary Faculty Member.** Vacancies caused by full-time faculty members who are ill for a period exceeding one calendar week may be filled with a temporary faculty member until such time as the full-time faculty member returns to work or requests a Leave of Absence. Temporary faculty members may also fill a vacancy resulting from a full-time faculty member's resignation, promotion or transfer. A temporary faculty member may be hired to assume the complete assignment and load of the full-time faculty member until such time as a new faculty member is hired.

Temporary faculty members shall not be subject to the provisions of this Agreement. Temporary faculty members shall not be hired for a period which exceeds 185 work days without the written consent of the Association.

0108 **Overload.**

0108.1 Faculty members within the discipline or program area shall be granted the right of first refusal of fifty percent (50%) of all overload classes or assignments that exist in that discipline or program area of the college, including related Continuing Education Offerings. Short-term courses, externally funded programs/courses, weekend courses or those offered after the regular hours shall be excluded from the conditions of this provision.

0108.2 All professional instructors shall be compensated at the rate of one-tenth of one percent of the face value of the faculty member's full-time contract for each hour taught above the semester or session limits stipulated in Overload Eligibility (0108.5). All professional counselors and professional service personnel shall be compensated at the rate of one-tenth of one percent of the face value of the faculty member's full-time contract for each contact hour taught above the faculty member's forty (40) hour work week. However, the maximum compensation per overload contact hour that any professional instructor, professional counselor, or professional service personnel may receive is $35.07 in 1984-85, $36.82 in 1985-86, and $38.66 in 1986-87. All professional instructors, professional counselors, and professional service personnel shall be compensated at their regular hourly rate for all non-teaching overload assignments above the faculty member's forty (40) hour work week. This compensation structure shall prevail for all overload contracts except in cases where there is a specific separate schedule for compensation. Spring and summer session classes not assigned to full-time faculty members must be offered to non-assigned full-time faculty members in the area under overload contract before those courses can be offered or assigned to part-time faculty.

0108.3 A member of the bargaining unit may be offered and may accept overload assignments in a semester or a session, but the overload contact or assignment hours shall not exceed ninety-six (96) within any semester or forty-two (42) hours within any session.

0108.4 All overload hours, both instructional and non-instructional, must be mutually acceptable to the College and the faculty member and contracted for in writing.

0108.5 For the purpose of calculating overload hours a base teaching schedule of 16 contact hours per week shall be equated to 240 contact hours per 15 week semester and 112 contact hours per 7 week session.

Fall Semester--A professional instructor shall be paid overload compensation when his/her teaching load exceeds 240 contact hours.

Winter Semester--A professional instructor shall be paid overload compensation when his/her cumulative base teaching load exceeds 480 contact hours.

Spring and Summer Session--A professional instructor shall be paid overload compensation when his/her cumulative base teaching load exceeds 592 contact hours.

0109 **Assignment: Seven-Week Sessions.**

0109.1 Prior to January 1 of each year faculty members shall notify their Dean in writing of their preference for assignment to seven-week sessions. Faculty members shall be notified in writing by their Dean of such assignment by March 1 of each year.

0109.2 Preference shall be given to area members based upon their seniority.

0109.3 In the event more than one faculty member has the same seniority date, assignment shall be made by random selection. On succeeding years, assignment shall be made on a rotating basis for faculty members with the same seniority date.

0110 **Limitations: Extended Day Schedules.**

0110.1 Each professional instructor may be assigned extended day classes a maximum of four (4) nights per week for one (1) semester or the equivalency thereof throughout the academic year.

0110.2 Administrative staff shall ensure fair rotation of extended day duties or classes.

0110.3 No faculty member shall be assigned a schedule in excess of ten (10) hours between the beginning of the first and the ending of the last assignment hour.

0111 **Duty Hours: Professional Instructors.**

0111.1 Shall be responsible for a total of 592 contact hours per academic year.

0111.2 The base teaching load for professional instructors shall be 16 contact hours per week for the 37 week assignment adjusted over two (2) semesters and one (1) session with the exception that a faculty member may fulfill his/her contact hour obligation in Spring/Summer by teaching a Spring/Summer class over both sessions if mutually agreed in writing by the faculty member. A copy shall be forwarded to the Association.

0111.3 A minimum of five (5) office hours per week shall be scheduled and posted for each semester/session and shall be available for four (4) hours per week for College meetings. If the faculty member wishes to schedule additional student consultation time, this shall be in addition to office hours, meeting hours and contact hours.

0111.4 Shall not be assigned during these additional hours duties not normally performed by members of the bargaining unit or other requirements not related to faculty member's duties.

0111.5 Each professional faculty member shall be accountable for fifteen (15) preparations hours per weeek to be scheduled as part of the faculty member's weekly schedule. These hours shall be used for the purpose of preparing for classes offered, the updating of existing courses, and preparation for new course offerings.

0111.6 **Preparations.** Faculty members shall be assigned no more than three (3) separate preparations in any given semester or session without prior written consent of the faculty member.

0111.7 **Supervised Study.** Faculty members scheduled to supervise work experience or study problems shall be granted credit for one (1) contact hour for each five (5) students or fraction thereof.

1-5 students = 1 contact hour
6-10 students = 2 contact hours
11-15 students = 3 contact hours

0111.8 **Clinical Supervision.** Faculty members scheduled to supervise health education clinical experiences shall be granted credit for one (1) contact hour for each ten (10) students or fraction thereof.

1-10 students = 1 contact hour
11-20 students = 2 contact hours
21-30 students = 3 contact hours

0111.9 **Course Syllabi.** It shall be the responsibility of each professional instructor to prepare a course syllabi. Faculty members of each area in cooperation with the Dean shall develop the format and content of course syllabi for that area. The Dean may assign the preparation of a course syllabi to a professional instructor if he/she teaches that course. A faculty member shall follow the course syllabi, when available, and present alternative views of controversial issues.

0112 **Duty Hours: Professional Counselors.**

0112.1 Students shall be assigned to counselors on an equitable basis.

0112.2 Not later than ten (10) days after the end of the Drop/Add period for any semester, all enrolled students shall be assigned a counselor.

0112.3 The Dean of Student Services and the counselors shall arrange not later than September 30, counselors' reporting days throughout the year based on College priorities and seniority. Copies of counselors' annual schedules shall be forwarded to the Office of Employee Relations. The College shall not subsequently alter reporting day schedules after December 21 without the written consent of the faculty member. A copy shall be forwarded to the Association.

0112.4 The counselors' weekly schedule will be a 40-hour work week approved by the Dean of Student Services, with 35 hours per week being spent in counseling activities on campus and/or in the community and five (5) hours per week for College meetings.

0112.5 Shall not be assigned duties not normally performed by members of the bargining unit.

0113 **Duty Hours: Professional Service Personnel.**

0113.1 Professional service personnel's weekly schedule will be a forty (40) hour work week approved by the Administrative Supervisor, with thirty-five (35) hours per week being spent in assigned activities and five (5) hours per week for College meetings.

The Administrative Supervisor and Professional Service shall arrange no later than September 30, Professional Service Personnel's reporting days throughout the year based on College priorities and seniority. Copies of Professional Service Personnel's schedules shall be forwarded to the Office of Employee Relations. The College shall not subsequently alter reporting day schedules after December 21 without the written consent of the faculty member. A copy shall be forwarded to the Association.

0113.2 In the event professional service personnel are assigned instruction responsibility, they shall have one (1) preparation hour for each contact hour of instruction, and will schedule and be accountable for these hours which shall be scheduled during normal working hours by the faculty member.

0113.3 Shall not be assigned duties not normally performed by members of the bargaining unit.

0114 **Duty Hours: Clinical Technicians/Technicians.**

0114.1 Shall be accountable for forty (40) hours a week, five eight-hour days assigned duties and schedules shall be posted.

0114.2 Clinical technicians/technicians may not be scheduled over more than a fourteen (14) hour period on any one day. Technicians may be scheduled over more than a nine (9) hour period on at most ninety (90) days per academic year. However, in no case may a technician be required to work more than four (4) such days in a week. If technicians agree to be scheduled for more than a nine (9) hour period on more than ninety (90) days per academic year, then all hours over forty (40) per week shall be paid at one-and-one-half (1.5) times the regular hourly rate.

0114.3 Compensation. See Appendix "C".

0114.4 No technician shall be assigned to a laboratory which has more than one class requiring his/her supervision.

0114.5 All hours above forty (40) hours in any one week shall be paid at the rate of one and one-half (1.5) times their regular hourly rate.

0114.6 Shall work for forty-four (44) weeks/220 work days to be scheduled as needed during the twelve (12) months following the first reporting day of the academic year except as provided in 0102.2.

Technicians who mutually agree to work during Christmas break will receive supplemental compensation for the time worked. However, the time worked shall not be counted as part of the 220 reporting days per academic year.

0114.7 Shall not be assigned duties not normally performed by members of the bargaining unit.

0114.8 Technicians shall not substitute for an instructor while holding a concurrent technician assignment.

0115 **Transportation.**

0115.1 **Field Trip.** A field trip shall be defined as any educational activity which requires students and faculty members to leave the campus. The College shall make every effort to supply transportation for all field trips.

0115.2 If the College requests in writing that the faculty member use his/her own transportation and the faculty member agrees, he/she shall be reimbursed at the rate of twenty-four cents ($.24) per mile in the 1984-85 academic year, twenty-five cents ($.25) per mile in the 1985-86 academic year, and twenty-six cents ($.26) per mile in the 1986-87 academic year.

0115.3 If the faculty member prefers to use his/her own car rather than the College vehicle, he/she shall do so and his/her reimbursement shall be twenty-four cents ($.24) per mile in the 1984-85 academic year, twenty-five cents ($.25) per mile in the 1985-86 academic year, and twenty-six cents ($.26) per mile in the 1986-87 academic year.

0115.4 In any event, the College shall provide travel-accident liability insurance of at least $100,000.00 whenever the faculty member is required to drive on such instruction business.

0115.5 Mileage shall be paid at the rate of twenty-four cents ($.24) per mile in the 1984-85 academic year, twenty-five cents ($.25) per mile in the 1985-86 academic year, and twenty-six cents ($.26) per mile in the 1986-87 academic year when the faculty member's assignment necessitates travel.

0115.6 Faculty members who teach off campus shall have their College-related hours reduced by travel time.

0116 **Attendance at College Functions.**

0116.1 Faculty attendance is required at one (1) College-sponsored function or activity during the year.

0116.2 Faculty members attending those functions for which academic attire is required shall have said attire furnished and paid for by the College.

0117 **Faculty Schedules and Other Assignments.**

0117.1 The appropriate Dean shall involve the faculty members in the formulation of policies and procedures concerning course offerings and assignment of duties through open and frank discussions. It shall be the responsibility of the appropriate Dean to establish the general parameters of the master schedule based upon student and College needs. Faculty members shall then develop individual schedules in accordance with adopted written divisional and area procedures. Individual schedules shall be subject to the final approval of the appropriate Dean.

0117.2 Administrative officers of the College who wish to teach may do so by and in coordination with the division involved. In no event shall such teaching exceed six (6) contact hours per registration period.

0117.3 Any full-time faculty member who is assigned duties in more than one area shall have full voting rights in all areas in which he/she serves.

0117.4 **Special Assignments.** Faculty members may be assigned to perform duties or provide services to the College in areas different from their primary employment responsibilities. When it is in the best interest of the College to retain the services of a faculty member for such a special assignment, compensation shall be at the appropriate overload rate or in the form of a reduced load. It is the intent of the College to maximize each faculty member's primary assignment. Reduced loads shall only be awarded after all other avenues of accomplishing the desired objectives have been explored. All special assignments shall be in accord with the provisions of Section 0111.5 of this Agreement.

0118 **Curriculum Committee.**

0118.1 The Curriculum Committee shall be a standing committee. Membership of the Committee shall be as follows: four (4) faculty members appointed by the WCCEA; three (3) instructional administrators appointed by the President; and the Vice President of Instruction and Student Services, ex-officio. Membership on the Committee shall be for two (2) years. To ensure continuity of the Committee beginning with the effective date of this Agreement, there shall be in each representation a one-year term and a two-year term. The function of the Curriculum Committee shall be to review current curriculum standards, courses, course proposals and the needs of the students. The Curriculum Committee shall be advisory to the President.

0118.2 The Curriculum Committee shall be a permanent standing committee and shall function for the duration of this Agreement. The Committee shall meet at least once each semester and develop its own procedures.

0118.3 This Committee shall hold an organizational meeting within thirty (30) days after ratification of this Agreement.

0119 **Communications Devices.** The presence of any communications device during the meeting of a class shall be subject to his/her permisson.

0120 **Public Sector.** The activities of any member of the bargaining unit while in the public sector shall not affect in any way his/her employment with the College even where such activities may involve the citizen's right to criticize the operation of the College.

0121 **Instructional Coordinators.** In the event the administration determines that an instructional coordinator is necessary for coordination of any program area, Instructional Coordinators must be selected from the instructional staff.

0121.1 The following Areas are only those approved for an Instructional Coordinator:

Automotive Service
Behavioral Science
Business/Accounting
Computer Information Systems
Dental Auxiliary
Drafting/Construction Technology
Electricity/Electronics
EMT
English/Writing
Foods & Hospitality
Humanities
Industrial Technology
Life Sciences
Mathematics
Music
Nursing
Physical Sciences
Public Service
Radiography
Reading
Respiratory Therapy
Secretarial/Office
Social Science
Visual Arts Technology
Welding & Fabrication

Instructional Coordinators shall have their base work load (185 reporting days per academic year) adjusted as follows:

A. No reduction in base teaching load if:

   1. Responsible for the coordination of one (1) to ten (10) full and/or part-time faculty or staff.

B. One (1) contact hour per week release time (which shall be posted) if:

   1. Responsible for the coordination of eleven (11) to twenty (20) full and/or part-time faculty or staff, and

   2. Responsible for two (2) laboratory facilities.

C. Three (3) contact hours per week release time (which shall be posted) if:

1. Responsible for the coordination of twenty-one (21) or more full and/or part-time faculty or staff, or

2. Responsible for three (3) or more laboratory facilities and coordination of eleven (11) to twenty (20) full and/or part-time faculty or staff, or

3. Responsible for clinical coordination of students and coordination of one (1) to ten (10) full and/or part-time faculty or staff.

0121.2 Extra compensation will be paid for instructional coordination based on the following schedule:

A. Teaching load as in "A" & "B" above..........	$2,000.00
B. Teaching load as in "C" above................	$2,500.00

0121.3 Administrative evaluation of the performance of an Instructional Coordinator in that role may not be used as the basis for any disciplinary action other than removal from the position as Instructional Coordinator.

0122 **Occupational Advisory Committee.** One (1) faculty member will be assigned to each occupational advisory committee as approved by the Board and said faculty member will be compensated at $345.00 per College year for these services. No faculty member will serve more than two (2) consecutive years on an advisory committee for which he/she receives compensation without a lapse of one (1) year. Duties associated with advisory committees will be assigned by the appropriate supervisor. The faculty member and the appropriate supervisor will file a report with the Dean of the committee's activities by June 15. Remuneration for committee assignments will be made no later than June 30 of the fiscal year in which the service was provided. This provision encourages other faculty to serve voluntarily on occupational advisory committees; however, only one (1) faculty member will receive remuneration. This provision respects other College advisory committees the Board may wish to formalize. Occupational advisory committee shall meet a minimum of four (4) times a year.

0123 **Advising: Occupational Program.** Each student electing an occupational program leading to an Associate Degree or an Occupational Certificate will be assigned to a faculty member qualified in the student's elected course of study, for the purpose of advising. The faculty member will tailor a program to fit each student's needs based on the student's work experience, interests, ambitions, qualifications, and ability.

0124 **Sponsorship of Student Activities.**

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0124.1 Sponsorship of all clubs and organizations originated by students shall be on a voluntary basis.

0124.2 Faculty assignments covering student non-classroom activities during the Fall and Winter Semesters which are originated by the College will be reimbursement as follows:

Sponsorship of Drama Activities...one instructor...$2,000.00

Sponsorship of Music Activities...one instructor...$2,000.00

Sponsorship of Culinary Arts Activities......two instructors
$2,000.00 per instructor

0125 Non-Discrimination. The Board shall not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in, or lawful activities on behalf of the Association. The Board shall not discriminate in respect to any terms or conditions of employment of any employee covered by this Agreement because of membership in, or lawful activity on the behalf of the Association, nor will it discourage or attempt to discourage membership in the Association. The Board and the Association further agree that there shall be no discrimination with respect to training, assignment, promotion, transfer, discipline, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, political affiliation, age, or marital status.

0200 PERSONNEL POLICIES AND PROCEDURES.

0201 Personnel Procedures: Professional Instructors (covered in Memorandum of Understanding).

0202 Personnel Procedures: Technicians (covered in Memorandum of Understanding).

0203 Personnel File: Access.

0203.1 Employee Files. Each member of the bargaining unit will have on file in the Office of Employee Relations a personnel file. Only this file will be considered as the official personnel file for the member. Faculty members shall have access to all employee performance information. No other file of personnel matters will be maintained by the College.

0203.2 Nothing will be placed in a faculty member's official personnel file unless he/she has had an opportunity to examine it and has been offered an opportunity to submit a written response.

0203.3 Each faculty member may review the contents of his/her personnel file with the exception of confidential pre-employment information. An officer of the Association may, at the written request of the faculty member, accompany him/her in such a review. The review will be conducted only in the presence of the administrator(s) responsible for the safekeeping of the personnel file. In the event of the administrator's absence, he/she will appoint someone to act in his/her behalf.

0203.4 **Recommendation for Employment and Contracts.** Upon recommendation for employment by the President, and subsequent approval of the Board of Trustees, a probationary contract shall be issued to the faculty member. Such contract shall contain:

1. Effective date of employment
2. Title
3. Number of reporting days for employment within the academic year
4. Salary or wage
5. Division and Area of assignment
6. Primary Assignment
7. Any specific duties he/she will be responsible for in addition to his/her primary assignment; and
8. A clause indicating the contract is subject to all terms and conditions of the Master Agreement

0203.5 **Personnel Files: Contents.** A faculty member's official personnel file shall be contained in the Office of Employee Relations. The employee file will contain:

1. WCC Application for Employment form
2. Transcripts supporting his/her claim to academic preparation
3. Documents supporting his/her claim to professional training
4. Letters or records supporting his/her work experience
5. The official initial point allocation chart
6. All executed contracts and letters of intent
7. All documents relating to the evaluation of his/her professional performance
8. All documents relating to final resignation or discharge
9. All Records and transcripts supporting the faculty member's claim to continued growth after initial appointment
10. Signed copies of Release of Information forms to any outside persons or agencies

11. Any statement the faculty member wishes to have entered in response to or in elaboration of any other item in his/her file
12. Faculty load Assignment Report as prepared by the faculty member and approved by their Dean

0204 **New Appointees.**

0204.1 Newly appointed faculty members will be on probation for two (2) years. The probationary faculty member shall have a written performance review at least annually. In the event of an unsatisfactory report, the probationary faculty member shall be entitled to another written performance review at the end of the next fifteen (15) week term.

0204.2 The Board agrees to furnish the Association with a copy of all performance reviews. No probationary faculty member shall be terminated without at least two written unsatisfactory performance reviews by his/her immediate supervisor.

0204.3 If retained at the end of the probationary period, the member will be granted a continuing contract.

0204.4 No probationary faculty member may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew his/her contract provided the following procedure is implemented:

A. Written notice of discharge at least fourteen (14) days prior to release.

B. Written charges must be presented to the probationary faculty member and the Association.

C. The probationary faculty member shall have the right to present his/her case in a hearing before the President with Association representation if the probationary faculty member so desires.

0205 **Continuing Contracts.** On successful completion of a probationary period, all faculty members shall be given continuing contracts. These continuing contracts shall be issued annually on or before February 15. It is the responsibility of each faculty member to return his/her signed contract to the Office of Employee Relations by March 15.

0206 **Termination.** Faculty members on continuing contracts may be terminated for just cause only and all Board rules, regulations and evalution of performance must be applied in a manner which is not arbitrary, capricious, or without basis in fact. In the event of termination of a faculty member on a continuing contract, the Board shall, at time of termination, give to the faculty member and to the President of the Association a list of the charges and the reasons for such termination.

The faculty member shall have adequate time, up to forty-eight (48
hours, to arrange counsel with the Association. In the event o
termination of any faculty member on continuing contract, the Associ
ation may submit the issue directly to binding arbitration.

0207 **Progressive Discipline.**

0207.1 Progressive discipline, for the purpose of the Agreement
shall be defined as: Disciplinary action taken for correc
tive purposes. Therefore, disciplinary action shall gener
ally follow the pattern of oral reprimands and written repri
mands prior to termination.

0207.2 Termination shall occur only for similar or like repeate
offenses of a minor nature or for a major violation of th
College rules or regulations.

0207.3 Complaints that may result in disciplinary action and whic
are received against a member of the bargaining unit by th
administration shall be discussed with the faculty member an
the Association President and/or his/her representative a
soon as possible.

0208 **Evaluation of Performance.**

0208.1 Prior to formal administrative evaluation of a faculty mem
ber's performance, the faculty member and the Associatio
shall be notified in writing of the proposed evaluation
Formal evaluation shall have as its primary purpose, th
improvement of the faculty member's performance. In th
event members of the bargaining unit are formally evaluated
the appropriate administrative official shall consult wit
members of the bargaining unit in the area concerning cri
teria, methodology, and frequency to be employed in th
evaluation. After this consultation the administration
determined criteria, methodology, and frequency for evalu
ation shall be distributed to each faculty member at leas
thirty (30) calendar days prior to its use in any forma
evaluation.

0208.2 Any formal evaluation of classroom performance or student
related professional responsibility shall be with the ful
knowledge of the faculty member and all written data con
cerning such evaluation shall be made known to the facult
member.

0208.3 All faculty members on continuing contract shall have th
right to grieve any reprimand or disciplinary action or an
performance evaluation that could result in loss of an

professional advantage. Faculty members and the Association shall have access to all files and records concerning faculty member performance, including those kept by the faculty member's immediate supervisor.

0208.4 Any faculty member assigned to duties outside of his/her primary responsibility shall not have his/her performance of such duties used in any evaluation for continuing employment. No faculty member shall be required to perform any duties which are unsafe or demeaning to his/her professional status.

0209 **Seniority Date.** Seniority date shall be the first day of employment at the College as a full-time faculty member of the bargaining unit.

0250 **DIVISION PROCEDURES.**

0251 **Participation.** The Dean of each faculty division shall involve the faculty members in formulating policies and procedures in open and frank discussions concerning, but not limited to, such areas as course offerings, curriculum matters, budget matters, personnel, assignment of duties and on-going evaluation of goals and objectives.

0252 **Specific Involvement.**

0252.1 Specifically included in area discussions shall be the determination of course offerings, teaching assignments, including off-campus and summer sessions, the extent and effectiveness of area faculty participation in the request for and recruitment and utilization of new faculty members.

In addition, the annual non-credit course plan will be disseminated prior to publication to the instructional areas. Additional non-credit offerings shall be disseminated to appropriate areas as they are developed.

0252.2 The area faculty members shall collectively review their area effectiveness in teaching, research, writing, creativity, and other professional activities.

Participation shall be advisory in nature.

0253 **Meetings.**

0253.1 It is agreed that no classes will be scheduled for faculty members on Thursdays between 3:30 p.m. and 5:30 p.m., except during Spring and Summer sessions, during which necessary lab classes only may be scheduled between 3:30 p.m. and 5:30 p.m. It is agreed that the 4:30 p.m. to 5:30 p.m. period on the first Thursday of each month, which is a faculty reporting day on the College Calendar, will be set aside for Association meetings.

It is further agreed that the faculty members will be required to attend scheduled divisional meetings, faculty meetings, or other College functions on other reporting Thursdays during each month. During Spring and Summer sessions, any faculty member scheduled for a lab class will not lose wages or benefits for attendance at a scheduled College meeting.

0253.2 Emergency meetings may be called only under procedures established by the division members. This time shall be counted in the twenty-five (25) scheduled hours and not in the additional fifteen (15) preparation and/or work-related hours.

0300 APPOINTMENTS, PROMOTIONS AND RELATED MATTERS.

0301 Vacancies.

0301.1 Notice of any vacancy in a professional position at the College, administrative or teaching position, shall be circulated to the President of the Association, divisions, and posted on Association bulletin boards at least ten (10) days prior to its distribution elsewhere during the time the College is in session. When the College is not in session, a copy will be provided to the Association President.

0301.2 Any member of the faculty shall have the right to apply for any position which becomes vacant or new position which is offered.

0301.3 All members of the bargaining unit who are applicants for such openings shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.

0302 **Temporary Transfers.** No faculty member shall be assigned duties outside of his/her area or to duties markedly different from those duties he/she was originally employed to perform, except as such assignment is necessary to provide a full schedule. In the event a reassignment is made and the faculty member objects to such reassignment, he/she shall perform such assignment subject to the final step of the grievance procedure.

0303 **Permanent Promotions.** Any member of the bargaining unit who transfers out of the bargaining unit into an administrative position, and who then returns to a position within the bargaining unit within a period of one (1) year shall be considered in terms of seniority and all other rights and benefits due him/her under this Agreement to have continued in the bargaining unit during the time he/she held the administrative position.

0304 **Transfer to Bargaining Unit.** Any employee who was not previously a member of the bargaining unit who changes to a position within the bargaining unit shall receive seniority credit for years already spent in service to the College as applies to salary benefits only.

0305 **Assignment Stability.** Any faculty member or group of faculty members in the present collective negotiation unit whose classification is changed during the life of this Agreement, will remain in this unit for the duration of the Agreement, except as promotions may occur to those classifications which are excluded by this contract. There shall be no group promotions by reclassification. In any event, the reclassification of any position shall occur only after agreement of the Board and the Association.

0306 **New Personnel Positions.** When new programs are created that generate personnel, the Board agrees that it will negotiate with the Association on the basis of this Agreement to include or exclude such positions from the bargaining unit. In the event of failure to agree, either party may invoke binding arbitration.

0307 **Overall Staff Reduction.** Staff reduction procedures may be implemented if there is a progressive decrease in the number of fiscal year equated students enrolled in the College, or financial conditions, or program modifications. If the situation that caused the reduction improves, staff reduction shall not take place. Notification of reduction shall be given on November 1 for reduction to take place the subsequent Fall Semester, and/or March 1 for reduction to take place the subsequent Winter Semester, and/or 185 days after date of notice.

0308 **Order of Reassignment.** Layoff of faculty members shall occur in the following order; provided that the faculty member is qualified to perform the work available:

(1) Part-time faculty members
(2) Temporary faculty members
(3) Probationary faculty members
(4) Continuing contract faculty members in order of their seniority

0309 **Reappointment.** Available positions will begin with those faculty whose contracts were cancelled last and run in reverse order through the list of those whose contracts were cancelled first provided those faculty meet minimal requirements including necessary licensing and state certification requirements where applicable.

0310 **Notification of Reappointment.** Faculty members whose contracts have been cancelled shall be offered a letter of intent at least ninety (90) days prior to the date or reappointment. This shall be done by registered mail at the faculty member's official place of residence. The faculty member shall accept or reject the position within thirty (30) days. A faculty member shall do so by registered mail to the College. If he accepts the position, he shall receive a written contract immediately upon acceptance.

0311 **Alleviation of Overstaffing.** When there is no general decline in student population nor a decrease in revenue, but there is a program modification, course deletion, continued low enrollment in a program course or decrease in enrollment affecting a particular area or course of study, the Board, upon recommendation of the President, may cause the necessary number of full-time professional instructors, beginning with those on probation, to be laid off. The faculty member subject to layoff shall be permitted to exercise his/her College-wide seniority if he/she is qualified to teach in another discipline.

0311.1 The faculty member subject to reduction may apply for retraining by declaring his/her intent, which must include a plan of study (see 0312).

0311.2 The faculty member shall be notified by November 1 for action on items specified above to take place the subsequent Fall semester and/or March 1 for action to take place in the subsequent Winter semester.

0311.3 In the event that neither transfer by exercising College-wide seniority or retraining is accepted by the faculty member, he/she will be subject to layoff.

0311.4 When circumstances shall be appropriate, each teacher laid off shall be reinstated in inverse order of his/her placement on layoff. No new appointments shall be made while there are available teachers laid off who are adequately qualified to fill the vacancies unless such teachers shall fail to advise the President of their acceptance of employment within fifteen (15) working days from the date of notification by the President of positions available. Such notification from the President shall be by mail and shall be sent to the official address of the Association as filed with the Washtenaw Community College Office of Employee Relations.

0312 **Full-Time Faculty Retraining.** When there is no general decline in student population nor a decrease in revenue, but where there is staff reduction because of program modification, course deletion, or decrease in enrollment affecting a particular area or course of study, the faculty affected shall have the right to retrain according to the conditions described below.

0312.1 The faculty member subject to staff reduction shall be promptly notified of such, and he/she shall indicate within thirty (30) days in writing his/her intent to retrain. Such declaration of intent shall be accompanied by a plan of study subject to the approval of the Board upon recommendation by the President.

0312.2 The period of time granted to retrain shall not exceed two semesters.

0312.3 The Board agrees to accept retrained teachers to fill positions for which they have become qualified and such reemployment shall not result in loss of salary or College seniority.

0312.4 Should the position previously held by a retrained teacher become available again he/she shall have the right to it with no loss of College or area seniority.

0312.5 Faculty members applying for a retraining leave shall receive first priority under the Sabbatical Leave provision. A faculty member who has achieved continuing contract status shall have waived all limitations stated in 0809.2.

0313 **Continuation of Benefits.**

0313.1 Faculty members who are laid off shall have benefits paid for a period of time. Faculty members with less than three (3) years of service with the College shall have benefits continued for a period of one (1) month.

0313.2 Faculty members with more than three (3) years of service with the College shall have fringe benefits continued for a period of three (3) months.

0313.3 Faculty members with less than three (3) years of service with the College shall remain on layoff status for a period of one (1) year from the date of layoff.

0313.4 Faculty members with more than three (3) years of service with the College shall remain on layoff status for a period of two (2) years from the date of layoff.

0314 **Promotions and Transfers:** A technician promoted to a professional position within the bargaining unit shall serve a trial period equivalent to one (1) academic year. A professional faculty member who transfers to a professional position within the bargaining unit which has a new primary assignment shall serve a trial period equivalent to one (1) academic year. Should the promoted or transferred faculty member not be recommended for continuation in the new position he/she shall return to the previous held position within the trial period.

0400 FACULTY PROTECTION AND ASSISTANCE.

0401 **College Bookstore.** Supplies and equipment in the Bookstore will be provided to faculty at the discount rate granted by the operator, as evidenced by correspondence from the operator dated June 8, 1977.

0402 **Reimbursement for Emergency Job-Related Medical Costs.** Each faculty member shall be covered by the applicable Worker's Compensation laws. The Board further agrees that a faculty member being eligible for Worker's Compensation will receive an amount to be paid by the Board sufficient to make up the difference between the faculty member's Worker's Compensation payment and his/her net base weekly salary, based upon forty (40) hours for a period up to eighteen (18) months. At the expiration of the eighteen (18) month period, the Board, on a case-by-case basis, will review the ability of the faculty member to return to work. In any event, there shall be no requirement to continue the employment of the faculty member beyond the eighteen (18) month period.

0403 **Reimbursement for Loss or Damage.** The Board shall reimburse faculty members for costs and/or loss, damage, or destruction of clothing or personal property of the faculty member while on duty in any campus building, on campus premises, or on an institutional-sponsored activity. Personal property must be logged with the Business Office and be required for College activities. Loss will be limited to $220.00. Clothing loss, damage, and destruction will be subject to $10.00 deductible; maximum loss is $220.00. Such losses must not be due to negligence of the faculty member.

0404 **Dependent Tuition Grants.** Dependents of faculty members (including husband, wife, children, and legally adopted children) shall be granted entrance for credit to any classes for which they meet entrance requirements and a full tuition grant shall be awarded.

0405 **Faculty Tuition Grants.** Faculty members will be granted entrance, credit and provided a full grant for any class they desire so long as there is no conflict with their own assignment.

0406 **Teaching Facilities.** The Board shall provide office space and make every effort to provide necessary supplies and equipment for each faculty member.

0406.1 Faculty members will be provided secretarial services on an equitable basis. Such services shall include College-related typing and duplicating services and other normal office duties.

0406.2 Members of divisions, along with their secretaries shall be centrally located in the same office area if possible within space available.

0407 **Classrooms and Equipment.** The Board shall provide classrooms and laboratory space, supplies, and equipment for each faculty member.

0407.1 Gym equipment and tank suits for physical education instructors, smocks for art instructors, laboratory coats for laboratory science instructors, and appropriate protective apparel for instructors of occupational areas. Weekly laundry service for all of these items shall be provided without charge to faculty members.

0407.2 Learning Resource Center personnel shall provide supportive services including, but not limited to: transportation and operation of equipment and materials, routing of appropriate materials as feasible.

0407.3 Faculty members shall have the right to use the Learning Resource Center materials with the following restrictions:

A. Faculty members may check out materials from the Learning Resource Center for periods up to one (1) academic year.

B. Faculty members must return all materials and/or equipment upon the request of the Learning Resource Center Director.

Any faculty member not returning materials upon request will not be permitted access to any other Learning Resource Center material and/or equipment.

0408 **Legal Counsel and Defense Against Suit.** The Board shall provide legal counsel for any faculty member at no cost to the faculty member for any job-connected situation wherein the faculty member shall require legal counsel. In the event any civil or criminal action is brought against any faculty member in conjunction with his assigned responsibilities to the Board, the Board shall provide counsel and such other assistance, as appointed by the Board, as may be required in the faculty member's defense.

0409 **Faculty Parking.** The Board shall provide adequate lighted off-street parking facilities in close proximity to the buildings.

0410 **Assault or Injury.**

0410.1 When absence arises out of, or from assault or injury related to a faculty member's performance of duty, the faculty member shall not forfeit any sick leave or personal leave.

0410.2 **Reporting Assault or Injury.** Faculty members shall immediately report cases of assault or injury suffered by them in connection with their employment to their Dean.

0410.3 **Forwarding Information.** Such notification shall be immediately forwarded to the Vice President, who shall comply with any reasonable request from the faculty for information in the possession of the administration relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the faculty member, the police, and the courts.

0411 **Health Services.**

0411.1 **Physical Examinations.** Examinations required by law or the Board shall be paid for by the Board. Selection of the physician to make such an examination shall be made by the Board.

0411.2 **Preventive Services.**

A. The Board shall arrange to have TB examinations provided free of charge annually to all faculty members.

B. The Board shall arrange to provide free flu shots annually to all members of the faculty.

C. Once during the life of the Agreement the Board will reimburse up to $160.00 per faculty member toward physical examinations performed by licensed practicing physicians chosen by the faculty member.

0412 **Message Center.** Each faculty office area will provide a message center service from 8:00 a.m. to 5:00 p.m. daily. After 5:00 p.m. the main switchboard will provide message center service.

0413 **Faculty Lounge.** The Board shall provide a faculty lounge in room 123-123A of the Liberal Arts and Sciences Building. Such lounge shall be furnished in an adequate fashion.

0500 **BENEFITS.**

0501 **Insurance Benefits.**

0501.1 **Life Insurance.**

A. The Board of Trustees will provide term insurance for each faculty member of value twice his/her current annual contract salary.

B. A faculty member shall have the right to buy additional insurance, equal to his/her base annual contract salary in accord with the carrier's policy. The cost of such insurance to the faculty member shall be the same as the cost to the College.

C. At age 65 the value of the life insurance will be reduced as provided by the terms of the carrier's policy.

0501.2 Liability Insurance. The College will provide each faculty member with liability insurance coverage of $500,000.

0501.3 Hospitalization, Surgical, Medical, and Master Medical Insurance. The College provides these coverages for each faculty member and members of his/her immediate family in accordance with the Blue Cross/Blue Shield MVF 2 Plan with F Rider.

Plan recipients shall be required to pay an annual $100.00 deductible for individuals or an annual $200.00 deductible for full family coverage under the master medical plan. Co-payment shall be 80/20 under the master medical plan. Second opinions shall be required on all surgical procedures in accord with the carrier's requirements.

0501.4 Long Term Disability Insurance. The Board shall provide each faculty member with long term disability insurance (L.T.D.) in accordance with the insurance underwriter's policy in the amount of 66 2/3% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits. The maximum monthly benefit shall be $3,000.00. The minimum monthly benefit shall be the greater of $50.00 or 10% of the monthly benefit before deductions for other income benefits.

The elimination period for faculty members shall be 180 days. All sick leave benefits shall end when long term disability benefits are applicable to the faculty member.

0501.5 Travel Accident Insurance. The Board provides travel accident coverage for each faculty member while traveling on authorized College business away from campus. The beneficiary is the faculty member's family as designated and the coverage per faculty member is $100,000.

0502 Dental Insurance. The Board shall provide dental insurance equivalent to MESSA Plan E, with Orthodontic Rider 07 for all members of the bargaining unit and their eligible dependents.

0600 COMPENSATION.

0601 **Salary Determination.** All faculty members are to be appropriately placed within the salary structure of the institution as specified in Appendix "B" and Appendix "C" of this Agreement. Experience, education, and other qualifications shall be applied equally.

0602 **Salary Payment.**

0602.1 The salary of each faculty member shall be paid every other Friday. When a normal payday occurs on a day when school is not in session, such payday shall be the last reporting day.

0602.2 A faculty member may elect initially to have his/her salary paid in either 25 payments covering 49 calendar weeks (44 College calendar weeks) or 26 payments covering 52 calendar weeks. A faculty member who teaches during the first seven-week session shall notify the payroll office by April 1 if he/she wishes to have his/her salary payments completed by the end of the first seven-week session.

0602.3 A faculty member may elect to have his/her checks mailed.

0602.4 The first paycheck for a subsequent academic year will not be issued during a preceding academic year.

0603 **Equal Compensation.** The compensation structures as specified in Appendix "B" shall be applied equally and without prejudice. In no event shall the compensation level as equated to load be less for one registration period than for another, including the seven-week session.

0604 **Compensation Due to Chargeable Leave.** When the faculty member on leave is charged with leave because of his/her absence from duty, the faculty member fulfilling the teaching obligations shall be compensated at the voluntary overload rate as provided elsewhere in the contract (0108 Overload) if the College elects to cover the position.

0606 **Association Security.** All members of the bargaining unit shall join the WCCEA, MEA, NEA, or pay a fee conditioned as per law to the Association upon completion of one (1) year of his/her probationary period. Dues of fee conditioned as per law may be paid in full to the Association by cash or check before September 30.

During the life of this Agreement and in accordance with the terms of Authorization for Dues Check-Off hereafter set forth, members of the bargaining unit not paying in the manner specified above, shall pay dues or fee conditioned as per law by monthly payroll deduction. Payroll deduction shall begin with the second pay in October and continue for a total of ten (10) equal payments. Payroll deduction of dues or fee conditioned as per law shall not commence until bargaining unit members have executed an Authorization for Check-Off of Dues form.

The Association will provide the Board annually, and in a timely fashion, a list of bargaining unit members who have not fulfilled their dues or fee conditioned as per law payment obligation as of September 30. Further, upon completion of one (1) year probationary period, the Association will provide the Board with a copy of the member's fee conditioned as per law or membership form.

Any faculty member leaving the bargaining unit prior to the end of a contractual year shall be liable for full payment of all Association dues or fee conditioned as per law. Such sum still owing shall be dedudcted in total from the faculty member's final paycheck.

Dues or fee conditioned as per law payments for mid-year appointees shall be prorated as per WCCEA, MEA, and NEA bylaws. Such members of the bargaining unit shall have one month from the first anniversary of their date of employment to pay their prorated dues or fee conditioned as per law payment in full to the Association, by cash or check. For those mid-year appointees not so paying, dues or fee conditioned as per law payments shall be paid by monthly payroll deduction beginning with the second pay of the second month following the first anniversary of their date of employment. The Association will inform the Board, in a timely fashion, of any such bargaining unit member who does not fulfill their dues or fee conditioned as per law obligation within the stated time limit.

Faculty members who fail to meet the requirement of paying dues or fee conditioned as per law payments shall be discharged at the end of the semester in which the Board is notified by the Association of non-compliance.

The Association agrees to save and hold harmless the Board from all legal costs, salary payments, or other financial liability incurred as a result of application of this section.

0607 **Remittance of Dues.** With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or representation fee, the Board agrees promptly to remit said sums upon the direction of the Association.

0608 **Requests for Deduction.** Faculty members may, by executing the proper form as provided by the Board, have automatic payroll deductions for the following:

0608.1 The United Profession Dues, the Association, its State affiliation and national affiliation.

0608.2 Government Bonds.

0608.3 Credit Union.

0608.4 Annuities.

0608.5 Such others as shall be mutually agreed upon by the Association and the Board.

0609 **Credit by Examination.** A professional instructor who has been designated to administer course examinations to students seeking credit by examination shall receive $8.50 per credit hour for each student to whom an examination is administered.

0700 **RETIREMENT PROCEDURES.**

0701 **Retirement.** The retirement age for faculty members shall be 65. A faculty member shall be retired at the conclusion of the academic year during which he/she attains the age of 65, except that based on presidential recommendation the Board may elect to engage the services of a faculty member on a year-by-year basis beyond the age of 65. Faculty members may apply for early retirement in accordance with the State Retirement Act.

0702 **Extension of Benefits for Retirees.** For those faculty members who retire at age 65, after completing eight (8) years of service at the College, the Board will continue the health insurance in accordance with the Blue Cross/Blue Shield coverage for one (1) year beyond the retirement date.

0800 **LEAVES AND VACATIONS.**

0801 **Sick Leave.** Full-time faculty members are allowed to accumulate one (1) sick day per contracted month. The unused portion may accumulate without limit. Faculty members will be advanced these days of credit upon the first reporting date of the Fall Semester. A bank of sick days equal to three (3) times the number of full-time contractual faculty members will be established by the Board for each year but non-accumulative from one year to the next, such bank to be established on the first reporting day of the Fall Semester, to be used for serious illness beyond the accumulated sick leave of an individual full-time faculty member. Sick days from the bank will be allocated at the discretion of a faculty committee appointed by the President of the Washtenaw Community College Education Association.

0802 **Leaves of Absence for Personal Illness.** Leaves of absence without pay or fringe benefits for personal illness or poor health may be granted in increments of semesters/sessions for one (1) year and may be extended from year to year by the Board.

0803 **Bereavement Leave.** Faculty members will be granted five (5) days leave for bereavement in the event of a death of a member of the immediate family: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, or relative living in the immediate household, for the purpose of attending the funeral or making necessary arrangements. In the event of the death of a close member of the extended family, this leave time may apply at the discretion of the Assistant Vice President for Employee Relations. Each such case shall be redecided on the basis of that case and no previous decisions on similar cases shall set precedence.

0804 **Personal Business Leave.** Absence to conduct personal business or to respond to personal emergencies will be allowed up to five (5) days per contract year, but not to exceed two (2) consecutive days. In the event of need to use personal leave time for bereavement, the two (2) consecutive day limit will be waived.

0805 **Jury Duty.** The faculty member shall be excused from work for jury service or if he/she is subpoenaed as a witness by anybody empowered by law to compel attendance by subpoena. The amount of the faculty member's contractual salary will be assured. The College will pay the faculty member's full contractual salary. The faculty member shall submit a check for compensation received on jury duty or a subpoena as a paid witness. Such leave shall not be deducted from sick leave or other leave. All benefits shall continue.

0806 **Leave for Public Service:**

0806.1 A leave shall be granted to a faculty member who is elected or appointed to a political office which requires his/her absence from duty at the College for the term of office or period of appointment without pay or fringe benefits for a period up to two (2) years and may be renewed by the Board on a year-to-year basis, provided the faculty member notifies the Board sixty (60) days prior to the expiration date of such leave.

0806.2 A leave of absence shall be granted to a faculty member for not less than four (4) months and up to one (1) year provided the faculty member notifies the Board sixty (60) days in advance for the purpose of campaigning for political office, without pay or fringe benefits.

0807 **Military Leave.** A military leave of absence will be granted to any faculty member of the College in the event of induction or voluntary enlistment into the armed forces for extended active duty. No salary or collateral benefits will be allowed for extended leave. When a faculty member must take temporary military duty, but not extended duty, and this leave falls within a contracted period, the Board of

Trustees shall compensate the faculty member for the difference between the contractual salary and military pay and allowances for the leave period. The College shall continue its normal contribution to insurance and other fringe benefits during the temporary period for military leave. Leaves accumulating in excess of ninety (90) calendar days are considered as extended military leaves. Credit shall be allowed on salary schedule for military leave up to a maximum of four (4) years.

0808 **Special Training or Advanced Education Leave.**

0808.1 Upon his/her written agreement, a faculty member may be given special training or education leave by the Board to prepare for special programs or curriculum projections of the institution which call for specialists not currently on staff. In such cases, the College shall meet all costs of such training or education including housing and transportation and will continue all faculty benefits to which the faculty member would be entitled were he/she serving on campus.

0808.2 **Benefits.** Benefits only will be provided for faculty members on approved advanced study leaves as provided for with other leaves in this Agreement. The value of the benefits shall be based on the face value of the current full-time contract held by the faculty member at the time the leave was approved. The benefits will be paid only up through the first year of the approved leave and the faculty member must agree to return to the College for one full year after the leave is completed. If he/she does not return for the one full year, he/she will return to the College all sums contributed to his/her benefits during the leave period.

0809 **Sabbatical Leave.**

0809.1 Sabbatical leaves will be granted to eligible faculty for one and two fifteen-week semesters and for short leaves of less than one semester for the purpose of resident study, travel, or other purposes designated to improve the service of the faculty member to the College. All sabbatical leaves shall be approved by the Board. For each year of the contract, three (3) full sabbatical leaves shall be granted. These sabbaticals may be one fifteen-week semester at full pay or two fifteen-week semesters at half pay. In addition, the equivalent of two full-pay fifteen-week (30 weeks) sabbaticals shall be granted for sabbaticals in periods of less than one semester.

0809.2 Sabbatical leave shall be granted upon completion of five (5) full-time uninterrupted years of service. Absence from summer session or leaves for professional improvement will not interrupt years of service. A leave granted under this provision for a period of one semester or more shall be a bar to any further leave hereunder until he/she is credited with at least five (5) years additional continuous service.

0809.3 The application for leave of a semester or longer shall contain a definite statement of the plan for resident study, travel, or other activities. The application for sabbatical leave will be filed with the Sabbatical Leave Committee through the College's Office of Employee Relations on or before April 1st for leaves scheduled to start the next academic year. If leaves remain after the initial granting of sabbatical leaves in May, or additional leaves are made available after the beginning of the fiscal year, the Sabbatical Leave Committee will accept additional applications on or before October 1st for leave to be granted beginning the second semester of the College year. These leaves may be granted for one fifteen-week semester at full pay or two fifteen-week semesters at half pay. The Sabbatical Leave Committee will inform the applicant of the status of his/her application not later than thirty (30) reporting days after the submission deadlines.

Eligible faculty members whose applications are not acted upon favorably will be required to resubmit their applications for future consideration.

Application for shorter (less than one semester) leaves shall contain a statement of the nature of the leave, dates and period of time covered, anticipated benefit to instructor and the College. The application for leave must be approved by the instructor's Dean before submission to the Sabbatical Leave Committee. Applications for leave may be made any time during the year.

0809.4 The Sabbatical Leave Committee will consist of five (5) members and the Assistant Vice President of Employee Relations who is ex officio. The five (5) members will be drawn as follows: Three (3) faculty members appointed by the Association and two (2) administrators appointed by the administration. Committee appointments will run for one and two years. Only one faculty member and one administrator will be appointed to a two-year term in any one year, and no one faculty member or administrator shall serve more than one one-year term and one two-year term consecutively, nor more than two one-year terms consecutively.

0809.5 It will be the responsibility of the Office of Employee Relations to receive applications. The Sabbatical Leave Committee will consider all applications submitted by eligible faculty. The Committee will not be bound to consider applications not meeting the filing date. The merit of the applicant's proposal will solely govern the Committee's decision. Where the merit for two applicants is equal, the decision will be based on seniority.

0809.6 Eligible faculty will submit their applications for full sabbatical leaves not later than April 1st of each year for the following academic year. All sabbatical leaves of a semester or shorter shall be granted at full pay and benefits.

0809.7 Upon the expiration of leave granted pursuant to this section and upon presentation of evidence satisfactory to the Board showing full compliance with its terms and conditions, the faculty member shall be returned to full active status.

0809.8 Before any leave is granted under this section, the faculty member shall agree in writing that in the event that he/she fails to return to service at the expiration of such leave and to teach in the Washtenaw Community College for a period of at least one year thereafter, he/she shall refund all sums of money paid him/her by the Board during said sabbatical leave.

0809.9 When a leave is granted under this section, the absence shall not be construed as a break in service for any purpose.

0809.10 Faculty members on sabbatical leaves are not eligible for extended contracts at Washtenaw Community College during the sabbatical leave period. The College shall guarantee employment for one of the seven-week sessions to faculty members on sabbatical leaves. However, no faculty member on sabbatical leave shall be required to teach either of the two seven-week sessions provided he/she waives pay for such period.;

0810 **Leave for Education.** Leave for work experience in education, business, industry, and/or government may be granted for a maximum of one (1) year. The leave may be extended for one (1) additional year upon the receipt of a written request from a faculty member and approval of the Board. Requests for extension must be made sixty (60) days prior to the termination of the faculty member's current leave. Such leave shall be without pay or fringe benefits.

0811 **Professional Improvement.** Up to five (5) scheduled days in each academic year will be available for each professional faculty member to attend professional meetings. Each professional faculty member will be allowed $250 per year for professional meetings. These funds may be accumulated during the life of the contract. These funds are not transferable.

0811.1 Up to three (3) scheduled days in each academic year will be available for each Technician and Clinical Technician to attend training or up-grading sessions. Each technician will be allowed $100.00 per year for this purpose. These funds may be accumulated during the life of the contract. These funds are not transferable.

0812 **Maternity Leave.** A leave of absence without pay shall be granted for up to one (1) year for the purpose of maternity or adoption. Application for the leave must be submitted, in writing, to the Office of Employee Relations at least ninety (90) calendar days prior to the effective date of the leave. Maternity leave requests must be accompanied by a written statement from a physician attesting to the employee's ability to continue performing the full schedule of his/her duties and responsibilities.

0812.1 A faculty member on leave under this contract provision wishing to return to active status shall file a written request with the Office of Employee Relations at least thirty (30) calendar days prior to the beginning of the semester or session that he/she wishes to return to work.

0812.2 A faculty member on maternity leave may use accumulated sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

0813 **Continuation While on Maternity Leave.** All fringe benefits under this Agreement to which the faculty member would have been entitled had he/she not been on unpaid leave will be continued during the leave period.

0814 **Leave for Professional Organization Service.** A leave to serve in a professional organization may be granted for a maximum of one (1) year. The leave may be extended for one (1) additional year by written request of the faculty member and approval of the Board. Requests for extension must be made sixty (60) days prior to the termination of the faculty member's current leave. Such leave shall be without pay or fringe benefits.

0815 **Mutual Consent Leave.** Mutual consent leave may be granted to a faculty member upon his/her request if it is mutually agreeable to the faculty member and the Board. Such leaves may be granted for not less than one semester nor more than two semesters. At the end of the leave period, the faculty member will be able to return to his/her former position or similar position without prejudice. Such leave may or may not be without pay and fringe benefits.

0816 **Privilege of Faculty to Buy Benefits.** For those unpaid leaves which do not provide for the continuation of benefits during the leave, the Board shall make provision for the faculty member to continue any or all such benefits at his/her own expense.

0817 **Repayment Requirement.** In the event any faculty member receives benefits at College expense while on unpaid leave and does not return to the College for duty at the end of such leave, he/she shall reimburse the College for such expenses. The Board may require a signed statement to such effect prior to granting of any such leave. This requirement may be waived at the Board's option.

0900 GRIEVANCE PROCEDURE.

0901 **Grievance Definition.** A grievance is defined as an alleged violation of an article or section of this Agreement or of any existing rule or regulation. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally without the intervention of the Association or its representative, as long as the adjustment is not inconsistent with the terms of this Agreement. Written notice will be given to the Association at least forty-eight (48) hours prior to any and all grievance hearings. The Association shall have the right to attend all such hearings, and to state its views.

0902 **Grievance Procedure.** Within ten (10) teaching days of the time a grievance arises, the faculty member either directly or accompanied by his/her Association Representative will present the grievance to his/her immediate supervisor. Within five (5) teaching days after presentation of the grievance, the immediate supervisor shall give his/her answer orally to the faculty member.

0902.1 **Step One.**

A. Within five (5) teaching days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant, and lodged with the immediate supervisor on the form provided.

B. The "Statement of Grievance" shall name the faculty member(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provision of this Agreement alleged to be violated, shall state the contention of the faculty member and of the Association with respect to these provisions, and shall indicate the specific relief requested.

C. Within five (5) teaching days after receiving the grievance, the immediate supervisor shall communicate his answer in writing to the grievant and the Association Representative.

0902.2 **Step Two.**

A. If the grievance is not mutually resolved in Step One, the grievant may, within ten (10) teaching days of receipt of the immediate supervisor's answer, submit to the President of the College a written "Statement of Grievance" signed by the grievant.

B. The President of the College, or his/her designated representative, shall give the Association Representative an answer in writing no later than ten (10) teaching days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by written mutual agreement of the Presidents of the College and the Association.

0903 Grievance Appearance and Representation.

0903.1 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.

0903.2 The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance and/or arbitration meeting.

0903.3 If the grievance arises from an action of authority higher than the immediate supervisor, the faculty member may present such grievance at Step Two of this procedure.

0903.4 No reprisals of any kind will be taken by the Board or its agents against any aggrieved person, any party in interest, or any Association Representative, or any other participant in the grievance procedure by reason of such participation.

0903.5 A faculty member may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by an Association Representative. If a faculty member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

0903.6 If, in the judgment of the Association, a grievance affects a group or class of teachers, the grievance committee may initiate and submit such grievance in writing to the President of the College directly and the processing of such grievance will be commenced at Step Two.

0904 Grievance Time Limits.

0904.1 Time limits provided in the Agreement may be extended by mutual agreement when signed by the parties.

0904.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall automatically move the grievance to the second step of this procedure. The President, or his designee, must answer in writing within the specified time limits provided.

0904.3 Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the Board agent's answer at the previous step.

0904.4 Failure of the President, or his/her designee, to answer the grievance in writing within the time limits shall grant the Association the relief requested.

0905 Arbitration.

0905.1 **Time Limit.** Within forty-five (45) calendar days after receipt of the decision of the President or his/her designee, the Association or the Board, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

0905.2 **Powers of the Arbitrator.** It shall be the function of the Arbitrator and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the articles and sections of this Agreement and any existing rules or regulations.

A. He/she shall not have power to add to, or subtract from, disregard, alter, or modify any of the terms of this Agreement.

B. He/she shall not require either party to commit an act that is contrary to law.

C. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association.

D. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator in this Agreement.

E. The Arbitrator shall not have the power to award punitive damages.

0905.3 There shall be no appeal from the Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members the faculty member or faculty members involved, and the Board. The Association, the Board, or its agents shall not encourage or cooperate with any of its members in any appeal to any court or labor board from a decision of an Arbitrator; nor shall the Association, the Board, or its agents or members by any other means attempt to bring about the settlement of any grievance; nor shall the Association, the Board, or its agents appeal any decision of any court or labor board to an Arbitrator under this procedure.

1000 MISCELLANEOUS.

1001 **Items of Mutual Concern.** Representatives of the WCCEA and Board representatives shall meet at least once monthly at a time mutually acceptable to discuss problems of mutual concern, contract implementation and other information.

1002 **Waiver Clause.**

1002.1 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment, or memorandum of understanding, to this Agreement.

1002.2 Any individual contract between the Board and an individual faculty member heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

1002.3 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

1002.4 The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement.

1003 **Duration of the Agreement.** This contract shall be effective as of September 4, 1984, and shall continue in effect until August 31, 1987. This Agreement supersedes and cancels all previous agreements between the parties, oral or written, and shall constitute the entire agreement between the parties.

1004 **Subsequent Agreement.** Negotiations for a subsequent Agreement shall begin at least ninety (90) days prior to expiration of this Agreement.

APPENDICES

Appendix A	College Calendar
Appendix B-1	Professional Compensation
Appendix B-2	Provision for Initial Point Allocation
Appendix B-3	Point Additions: Service, Academic Work
Appendix C	Compensation for Clinical Technicians/Technicians
Appendix D	Personnel Procedures

APPENDIX A

College Calendar 1984-85

FALL SEMESTER 1984

Sept. 4, 1984	Tues.		All Faculty Report
Sept. 5, 1984	Wed.	8:00 a.m.	Classes Start
Nov. 12, 1984	Mon.		Veterans Day Holiday
Nov. 22-25, 1984	Thurs.-Sun.		Thanksgiving Holiday
Dec. 20, 1984	Thurs.	11:00 p.m.	Classes End
Dec. 21, 1984	Fri.	12:00 noon	Grades Due
Dec. 22, - Jan. 1, 1985	Sat.-Tues.		Christmas Break

(75 Reporting Days)

WINTER SEMESTER 1985

Jan. 7, 1985	Mon.	8:00 a.m.	Classes Start
Feb. 27, 1985	Wed.	11:00 p.m.	Classes End
Mar. 5, 1985	Tues.	8:00 a.m.	Classes Resume
Apr. 5, 1985	Fri.		Good Friday Holiday
Apr. 26, 1985	Fri.	11:00 p.m.	Classes End
Apr. 29, 1985	Mon.	12:00 noon	Grades Due

(76 Reporting Days)

SPRING SESSION 1985

May 6, 1985	Mon.	8:00 a.m.	Classes Start
May 27, 1985	Mon.		Memorial Day Holiday
June 21, 1985	Fri.	11:00 p.m.	Classes End
June 24, 1985	Mon.	12:00 noon	Grades Due

(34 Reporting Days)

SUMMER SESSION 1985

June 24, 1985	Mon.	8:00 a.m.	Classes Start
July 4, 1985	Thurs.		Indepen. Day Holiday
Aug. 9, 1985	Fri.	11:00 p.m.	Classes End
Aug. 12, 1985	Mon.	12:00 noon	Grades Due

(34 Reporting Days)

1984-1985 TOTAL PROFESSIONAL FACULTY REPORTING DAYS = 185

APPENDIX A

College Calendar 1985-1986

FALL SEMESTER 1985

Sept. 3, 1985	Tues.		All Faculty Report
Sept. 4, 1985	Wed.	8:00 a.m.	Classes Start
Nov. 11, 1985	Mon.		Veterans Day Holiday
Nov. 28 - Dec. 1, 1985	Thurs.-Sun.		Thanksgiving Holiday
Dec. 19, 1985	Thurs.	11:00 p.m.	Classes End
Dec. 20, 1985	Fri.	12:00 noon	Grades Due
Dec. 21- Jan 1, 1986	Sat. - Wed.		Christmas Break

(75 Reporting Days)

WINTER SEMESTER 1986

Jan. 6, 1986	Mon.	8:00 a.m.	Classes Start
Feb. 26, 1986	Wed.	11:00 p.m.	Classes End
Mar. 4, 1986	Tues.	8:00 a.m.	Classes Resume
Mar. 28, 1986	Fri.		Good Friday Holiday
Apr. 25, 1986	Fri.	11:00 p.m.	Classes End
Apr. 28, 1986	Mon.	12:00 noon	Grades Due

(76 Reporting Days)

SPRING SESSION 1986

May 5, 1986	Mon.	8:00 a.m.	Classes Start
May 26, 1986	Mon.		Memorial Day Holiday
June, 20, 1986	Fri.	11:00 p.m.	Classes End
June, 23, 1986	Mon.	12:00 noon	Grades Due

(34 Reporting Days)

SUMMER SESSION 1986

June 23, 1986	Mon.	8:00 a.m.	Classes Start
July 4, 1986	Fri.		Indepen. Day Holiday
Aug. 8, 1986	Fri.	11:00 p.m.	Classes End
Aug. 11, 1986	Mon.	12:00 noon	Grades Due

(34 Reporting Days)

1985-1986 TOTAL PROFESSIONAL FACULTY REPORTING DAYS - 185

APPENDIX A

College Calendar 1986-1987

FALL SEMESTER 1986

Sept. 2, 1986	Tues.		All Faculty Report
Sept. 3, 1986	Wed.	8:00 a.m.	Classes Start
Nov. 10, 1986	Mon.		Veterans Day Holiday
Nov. 27,-Nov., 30, 1986	Thur.-Sun.		Thanksgiving Holiday
Dec. 18, 1986	Thur.	11:00 p.m.	Classes End
Dec. 19, 1986	Fri.	12:00 noon	Grades Due
Dec. 20-Jan. 1, 1987	Sat.-Thur.		Christmas Break

(75 Reporting Days)

WINTER SEMESTER 1987

Jan. 12, 1987	Mon.	8:00 a.m.	Classes Start
Feb. 25, 1987	Wed.	11:00 p.m.	Classes End
Mar. 3, 1987	Tues.	8:00 a.m.	Classes Resume
Apr. 17, 1987	Fri.		Good Friday Holiday
May 1, 1987	Fri.	11:00 p.m.	Classes End
May 4, 1987	Mon.	12:00 noon	Grades Due

(76 Reporting Days)

SPRING SESSION 1987

May 11, 1987	Mon.	8:00 a.m.	Classes Start
May 25, 1987	Mon.		Memorial Day Holiday
June 26, 1987	Fri.	11:00 p.m.	Classes End
June 29, 1987	Mon.	12:00 noon	Grades Due

(34 Reporting Days)

SUMMER SESSION 1987

June 29, 1987	Mon.	8:00 a.m.	Classes Start
July 3, 1987	Fri.		Indepen. Day Holiday
Aug. 14, 1987	Fri.	11:00 p.m.	Classes End
Aug. 17, 1987	Mon.	12:00 noon	Grades Due

(34 Reporting Days)

1986-1987 TOTAL PROFESSIONAL FACULTY REPORTING DAYS - 185

APPENDIX B-1
Professional Compensation

A point allocation chart has been prepared for each member of the bargaining unit. The total number of points held by each member places him/her at the appropriate step of the salary schedule.

Salary Schedule

Points	1984-85	1985-86	1986-87
0-10	$17,030	$17,030	$17,030
11	$17,550	$17,881	$17,881
12	$18,226	$18,427	$18,775
13	$18,954	$19,137	$19,348
14	$19,474	$19,901	$20,094
15	$20,254	$20,447	$20,896
16	$20,930	$21,266	$21,469
17	$21,658	$21,976	$22,330
18	$22,438	$22,740	$23,075
19	$23,114	$23,560	$23,878
20	$23,738	$24,270	$24,738
21	$24,466	$24,924	$25,483
22	$25,194	$25,689	$26,171
23	$25,922	$26,453	$26,973
24	$26,806	$27,218	$27,776
25	$27,586	$28,146	$28,579
26	$28,366	$28,965	$29,354
27	$30,914	$29,784	$30,413
28	$37,070	$32,460	$31,273
29		$38,923	$34,083
30			$40,828

Any professional faculty member appointed to a position in the bargaining unit during the life of this Agreement will be credited with no more than twenty (20) points on the appropriate annual salary schedule. Only those professional faculty members employed and working prior to January of any given year will move up one step on the salary schedule the subsequent September.

APPENDIX B-2

Provisions for Initial Point Allocation

Each professional faculty member at initial placement shall be given credit for:

1. Educational attainment

   a. Special technical training shall be converted by:
      Classroom hours/18=credit hours
      Credit hours/24=years attainment
      Two points per year

   b. Formal academic training shall be converted by:
      Undergraduate credit hours/30=years
      Undergraduate level credit hours after BA degree/30=years
      Graduate level credit hours/24=years
      Two points per year

2. Experience

   a. Work experience related to teaching, counseling, or service area
      One point per year

   b. Teaching experience
      One point per year

3. Certificates, licenses, etc., when connected with the teaching area or area where the instructor has responsibility

a. Journeyman's card	One point
b. Master's card	One point
c. Technician's or Operator's license	One point
d. Teaching certificate	One-half point

APPENDIX B-3

Point Additions: Service, Academic Work

In addition to earning one (1) point for experience at the College for each year of service, a professional faculty member may earn one (1) additional point, but no more, by submitting proof of completion of additional educational attainment after the date of his/her initial placement, in the amount of one (1) point according to the formulas in 1(A) and 1(B) above. A point will not be added for less credit than that allowed in the formulas.

Undergraduate courses taken by a professional faculty member will count toward an additional education point only if the faculty member has written approval of the Vice President prior to enrolling in the course. The written approval will become part of the faculty member's personnel file.

Notification and proof of the credit must be given to the Office of Employee Relations on or before October 1 of each year. Notification and proof of credit earned to gain a point must be presented to his/her Dean by the professional faculty member on or before October 1 of each year. The Dean will certify or challenge the applicability of the credit earned to the professional faculty member's work at the College. If the Dean certifies the credit, then he/she will notify the Office of Employee Relations to add a point to the professional faculty member's point chart and the Office of Employee Relations will notify the Payroll Office to advance the faculty member an additional step for the College year.

If the Dean challenges the credit, a committee of three (3) members of the bargaining unit appointed by the Association and two (2) administrators appointed by the Board will make a final decision, either certifying or disallowing the credit and awarding or denying the point. The report of the committee will become a part of the faculty member's personnel file.

APPENDIX C

Compensation for Technicians

Step	1984-85	1985-86	1986-87
1	$ 8.54	$ 8.54	$ 8.54
2	$ 8.85	$ 8.92	$ 8.92
3	$ 9.18	$ 9.25	$ 9.21
4	$ 9.56	$ 9.59	$ 9.55
5	$ 9.92	$ 9.99	$ 9.90
6	$10.45	$10.37	$10.31
7	$11.56	$10.92	$10.71
8		$12.08	$11.27
9			$12.47

Minimum Qualifications for Initial Employment at Step 3 are:

1. One (1) year as a technician or comparable responsibilities.
2. Sixty (60) credit hours made up from special or formal instruction.
3. Or, in lieu of 2 above, up to eight (8) years of work experience related to the assigned area in which the appointment is being made.

Minimum Qualifications for Initial Employment at Step 6 are:

1. Two (2) years' full-time work experience related to the assigned area.
2. Licensing/certification in assigned area, where applicable.
3. Bachelor's degree related to the assigned area.

Initially employed Technicians having less than the minimum qualifications for Step 3 may be appointed to either Step 1 or Step 2, whichever step best reflects their qualifications.

Initially employed Technicians having greater qualifications than required for Step 3, but less than those required for Step 6 may be appointed to either Step 4 or Step 5, whichever step best reflects their qualifications.

Compensation for Clinical Technicians*

Step	1984-85	1985-86	1986-87
1	$10.97	$10.97	$10.97
2	$11.13	$11.46	$11.46
3	$11.50	$11.63	$11.83
4	$11.87	$12.02	$12.01
5		$12.40	$12.41
6			$12.80

Minimum Qualifications for Clinical Technicians at Step 1 are:

1. Bachelor's degree in related field for all clinical technicians except nursing clinical technicians.
2. BSN degree for clinical nursing technicians.
3. Registry certification for all clinical technicians except clinical nursing technicians.
4. State required licensing/certification in nursing for clinical nursing technicians.
5. Two (2) years' full-time work experience related to assigned area.

Minimum Qualifications for Clinical Technicians at Step 4 are:

1. Bachelor's degree in related field for all clinical technicians except nursing clinical technicians.
2. BSN degree for clinical nursing technicians.
3. Registry certification for all clinical technicians except clinical nursing technicians.
4. State required licensing/certification in nursing for clinical nursing technicians.
5. Four (4) year's full-time work experience related to assigned area.

Any currently employed qualified Clinical Technician who would advance to Step 4 shall advance notwithstanding the provisions of this clause.

Deans and Instructional Coordinators will use discretion when organizing the technician's time. Should the technician be requested to work in excess of the normal forty (40) hour week, his/her compensation will be at the one and one-half (1.5) times the hourly rate of his/her appropriate step.

*Note: Clinical technicians are defined as those technicians who have a major part or their work assignment in hospital clinical settings. Currently, these are the nursing and respiratory therapy technicians.

APPENDIX D

Personnel Procedures

Candidate Files. Applicant files become candidate files when the applicant file is sent to the Office of Employee Relations with a request for employment. The candidate's file will be prepared by the Office of Employee Relations. It will include all credentials required by the Board.

Credentials. The Assistant Vice President of Employee Relations will examine the applicant's credentials and verify their validity. He/she may request additional verification of claims from the applicant if he/she deems it advisable. When he/she receives such verification, or if he/she does not deem such verification necessary, he/she will proceed to the next step in the employment process.

Initial Point Chart. An individual recommended for a professional position in the bargaining unit shall have an Initial Point Allocation chart prepared by the Office of Employee Relations to determine his/her initial step on the salary schedule.

Point Allocation Chart Verification. Upon completion of the initial point allocation chart the Association shall be notified that the chart and accompanying documents the individual has provided for support of his/her claim to academic and professional accomplishments are available for review.

Association Agreement. If the Association officer agrees to the point chart, he/she will notify the Assistant Vice President of Employee Relations who will then proceed to the next step in the employment process.

Association Objection. If the Association officer disagrees, he/she will so inform the Assistant Vice President of Employee Relations, in writing, who then may proceed to the next step in the employment process, but under knowledge of protest from the Association.

Right to Grieve Objection. Should the Assistant Vice President of Employee Relations not be able to remove the protest through explanation to the Association, the matter shall be subject to immediate written grievance filed at the final step.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

WASHTENAW COMMUNITY COLLEGE
BOARD OF TRUSTEES

Ann C Kettles
Ann C. Kettles, Chairman

James W. Anderson Jr.
James W. Anderson Jr.
Secretary

Robert A. Reeves
Robert A. Reeves
Chief Negotiator

Harry J. Konschuh
Harry J. Konschuh
Vice President

WASHTENAW COMMUNITY COLLEGE
EDUCATION ASSOCIATION

Charlotte Hanson, President

Shirley L. Roberts
Shirley L. Roberts
Chief Negotiator

Gary R. Hentz
Secretary

1984 - 1987

MASTER AGREEMENT

Between

THE WAYNE COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES

and

THE WAYNE COUNTY COMMUNITY COLLEGE
FEDERATION OF TEACHERS
AFT, LOCAL 2000

1185

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ARTICLE I

AGREEMENT

A. This Agreement is made by and between the Wayne County Community College Board of Trustees, and its successors, hereinafter referred to as the "Employer," and the Wayne County Community College Federation of Teachers, Local 2000, hereinafter referred to as the "Federation."

B. This Agreement shall be effective as of 12:01 a.m., September 1, 1984, and shall continue in effect until midnight, August 31, 1987. This Agreement shall be extended only by written agreement of the Employer and the Federation.

C. The purpose of this Agreement is to set forth terms and conditions of employment, such as wages, hours, and working conditions; to establish the system for collective bargaining; and to promote orderly and peaceful labor relations between the Employer and faculty members. To the above end, it is the intent of the parties to abide by the terms of this Agreement at all times.

Board of Trustees	Federation
Doris J. Miller Doris J. Miller Chairperson	Claude M. Chapman Claude M. Chapman President
Edwin G. Fabre' Edwin G. Fabre' Vice Chairperson	Thomas H. Randolph Thomas H. Randolph Chief Negotiator
Juanita C. Ford Juanita Ford Secretary	Andrew J. Turner Andrew J. Turner Negotiator
John K. Grylls John K. Grylls Treasurer	Charles W. Centner Charles W. Centner Negotiator
Edward D. Callaghan Edward D. Callaghan College Negotiator	Patricia D. Smith Patricia D. Smith Negotiator

ARTICLE II

RECOGNITION

A The Employer recognizes the Federation as the sole and exclusive bargaining representative for the Bargaining Unit consisting of all full-time and all regular part-time faculty members: instructors, counselors, librarians, and coaches.

B. Excluded from the Bargaining Unit are temporary part-time faculty members; office clerical and support staff employees; supervisory, administrative, executive employees and all full time faculty members on 100% release time from their regular contractual obligation for the purpose of performing duties as a faculty leader, department chairperson, or a similar capacity; and all other employees. Full time faculty members only partially released from their regular contractual obligation for the purpose of performing duties as a faculty leader, department chairperson, or a similar capacity shall not be excluded from the bargaining unit.

C. In the event that the Employer creates a new position, the Director of Labor Relations, representing the Employer, shall inform the President of the Federation of this new position prior to announcing it publicly, and the Federation and the Director Labor Relations shall determine whether such position shall be included in the Bargaining Unit.

D. No administrative duties shall be added to any position within the unit which shall have the effect of removing such position from the Bargaining Unit without prior negotiation and agreement with the Federation.

ARTICLE III

SCOPE OF THE AGREEMENT

A. This agreement shall supersede any rules, regulations, or practices inconsistent with its terms unless mutually adjusted in writing by the Employer and the Federation and ratified by the membership of the Federation and the Board of Trustees. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All individual faculty members contracts shall be made expressly subject to the terms of this Agreement.

B. Any amendment to this agreement between the Employer and the Federation may be made after the Employer and the Federation have agreed in writing that a particular program cannot be designed to comply with specific provisions of this Agreement and that all efforts to design the program in question so as to comply with this Agreement have been exhausted. Such agreement by either party shall not be withheld arbitrarily nor capriciously.

   1. The written adjustment between the Employer and the Federation shall specify which provisions of this Agreement shall be adjusted and how they shall be adjusted.

   2. Any such adjustment shall apply only to the programs specifically mentioned therein.

   3. Any such adjustment shall not be made prior to the final submission of the involved proposal to any agency granting funding and/or approval by final submission to the Board of Trustees.

ARTICLE IV

CONFORMITY TO LAW

A. This Agreement is subject in all respects to the Laws of the State of Michigan and the United States with regard to the powers, rights, duties, and obligations of the Employer, the Federation, and employees in the Bargaining Unit.

B. In those instances where any state law is contested, the provisions of that law shall be implemented until such time as a court of competent jurisdiction declares it to be unconstitutional, null, or void.

C. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. The parties shall meet for the purpose of rewriting directly affected provisions of this contract and those provisions only. However, all other provisions of this Agreement shall continue in effect and such court determination shall not affect any other portion of this Agreement.

ARTICLE V

FAIR EMPLOYMENT PRACTICES

A. The Employer and the Federation recognize their respective responsibilities under federal, state, and local laws relating to fair employment practices.

B. The Employer and the Federation recognize the moral and legal principles involved in the areas of civil rights and employment of the handicapped and reaffirm from this collective bargaining agreement their commitment not to discriminate because of race, creed, color, national origin, age, sex, dress and appearance, marital status, sexual orientation, political beliefs and activities, or membership or participation in any employee organization, by adhering to existing equal employment opportunity, affirmative action, and Title IX guidelines and rules and regulations and/or guidelines.

C. Whenever the word "he" or "employee" is used in this document, it shall be deemed to include both male and female.

ARTICLE VI

EMPLOYER'S RIGHTS

A. The Federation recognizes the Employer's right to manage its affairs and direct its work force and, within the existing framework of the Statutes of the State of Michigan and the By-laws of the Wayne County Community College Board of Trustees, to maintain the College as efficiently and at the lowest possible cost consistent with fair labor standards. Further, the College has all the customary and usual rights, power, functions and authority of management. It is recognized that the management of the College, the control of its properties and the maintenance of order and efficiency are solely a responsibility of the Employer. Among the rights and responsibilities belonging to the Employer are the rights to decide the number and location of its facilities, work to be performed within the unit, maintenance and repair, amount of supervision necessary and schedule of work.

B. It is further recognized that the responsibility of the Administration of the College for the selection and direciton of the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons as set forth in this Agreement, is vested exclusively in the Employer. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner which is inconsistent with the provisions of this Agreement.

C. The Employer reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline provided the same are not inconsistent with provisions of this Agreement.

ARTICLE VII

FEDERATION SECURITY

A. FEDERATION MEMBERSHIP

1. As a condition of employment, each faculty member in the Bargaining Unit on or before the sixtieth (60th) day after the effective date of this Agreement or on or before the sixtieth (60th) day after employment in the Bargaining Unit, whichever is later, and regularly thereafter, shall tender to the Federation either periodic and uniformly required Federation dues, or in the alternative, service fees in an amount equal to these dues as set forth in the rules of the Federation.

2. The Employer shall provide to the Federation the name of those faculty members hired, rehired, reinstated, or transferred on or before the tenth (10th) working day after the effective date of such hire, rehire, reinstatement or transfer, and include the following information: address, city, state, zip code, department, salary, highest degree, contract and credit hour, and home phone number.

B. CHECKOFF

1. The Personnel Department, at the time of hire, rehire, reinstatement, or transfer of a faculty member into the Bargaining Unit, shall apprise the prospective member of this article's provisions and shall present to him an Application for Membership and an Authorization for Checkoff of Dues supplied by the Federation.

   a. If the faculty member desires to join the Federation, he shall complete both the Application for membership and the Authorization for Checkoff of Dues and return them to the Federation's financial officer.

   b. If the faculty member does not desire to join the Federation, he shall complete only the Authorization for Checkoff of Dues, so that the Federation may collect from him its service fees equal to the monthly dues, and return it to the Federation's financial officer.

2. During the life of this Agreement and in accordance with the terms of the Authorization for Checkoff of Dues, the Employer agrees to deduct membership dues or service fees levied in accordance with the rules of the Federation from the pay of each faculty member who executes or has executed the Authorization for Checkoff of Dues.

3. The initial deduction for any faculty member shall not begin unless the Authorization for Checkoff of Dues and the certification of the Federation's financial officer as to the amount of the periodic Federation dues or service fees has been delivered to the Employer's Payroll Department at least fifteen (15) calendar days prior to the affected payday.

4. All sums deducted by the Employer shall be remitted to the Federation's financial officer once each month by the fifth (5th) working day of the month following the month in which deductions were made, together with a list of current faculty members, showing the amount of Federation dues or service fees deducted from each faculty member.

5. In cases where a deduction is made which duplicates a payment already made to the Federation by a faculty member, or where a deduction is not in conformity with the rules of the Federation, refunds to the faculty member shall be made by the Federation.

6. The Employer shall not be liable to the Federation by reason of Section B of this Article for the remittance of payment of any sum other than that constituting actual deductions made from the pay earned by the faculty member.

7. The Employer shall not, during the life of this Agreement, deduct dues or service fees from faculty members for any organization other than the Federation without the Federation's written permission.

8. The Federation shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section B of this Article.

C. TERMINATION FOR FAILURE TO COMPLY

1. A faculty member in the Bargaining Unit who fails to tender to the Federation either periodic and uniformly required Federation dues, or in the alternative, service fees in an amount equal to these dues as set forth in the rules of the Federation, shall be terminated by the Employer, provided the following procedures are adhered to:

   a. The Federation shall notify the faculty member by certified or registered mail, explaining that he is delinquent in not tendering required Federation dues or service fees, specifying the current amount of the delinquency, and warning him that unless delinquent dues or service fees are paid and a properly executed Authorization for Checkoff of Dues is tendered within ten (10) working days of such notice, he shall be reported to the Board of Trustees for termination as provided for in this Article.

b. The Federation shall give a copy of the letter sent to the faculty member and include the following written notice to the Director of Labor Relations at the end of the ten (10) day period:

The Federation certifies that ______________________________ has failed to tender either the periodic and uniformly required Federation dues or service fees required as a condition of continued employment under the collective bargaining agreement and demands that, under the terms of this Agreement, the Board of Trustees terminate this faculty member.

2. The Director of Labor Relations shall communicate the Federation's request for termination of the faculty member to the Board of Trustees within five (5) working days after receipt of the above letter and notice. At the next scheduled public meeting, the Board of Trustees shall terminate the faculty member effective within ten (10) working days of the meeting.

3. A faculty member terminated under this Article shall not be rehired without the written consent of the Federation.

   a. Consent to rehire the faculty member shall not be withheld arbitrarily nor capriciously, and the Federation shall notify the Employer in writing when consent is withheld, giving the reasons therefore.

   b. A faculty member who receives consent to be rehired shall reimburse the Federation for all past dues or service fees before he is rehired.

4. The Federation shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section C of this Article.

ARTICLE VIII

FEDERATION OPERATIONS

A. The Employer shall not attempt in any way to prevent any landlord from renting space to the Federation throughout the life of this Agreement.

B. The Employer shall grant to the President of the Federation and bear the cost of release time from fifty percent (50%), of his contractual load each Fall, Winter and Spring semesters excluding instructional overload assignments for the purposes of implementing the terms of this Agreement. The Employer shall grant the Grievance Chairperson of the Federation and bear the cost of release time from two (2) classes in each Fall and Winter semester but not to exceed eight (8) contact hours in either semester and from one (1) class in each Spring semester but not to exceed five (5) contact hours for the purposes of implementing the terms of this Agreement. Upon written request of the Federation, any member of the Federation shall be granted release time for Federation business up to one-half (1/2) of his scheduled academic requirements, provided the Employer shall not be responsible for compensating the employee for such release time and provided said request is made at least thirty (30) days prior to the beginning of the academic semester.

C. No more than three (3) members of the Bargaining Committee shall be granted six (6) hours release time in the scheduling of their assignments during the period of negotiations provided the Federation submits the names and departments of those individuals who comprise the Bargaining Committee prior to the commencement of negotiations. Members of the Bargaining Unit who by arrangement between the Federation and Employer participate during working hours in conferences and meetings with the Employer, which involve or derive from this collective bargaining agreement, shall suffer thereby no loss in pay or benefits.

D. The Employer shall deliver via its inter-office and inter-center mail system Federation inter-office and inter-center mail. Such deliveries shall be made at the same time regular College inter-office or inter-center mail deliveries are made. The Employer shall not delay such Federation mail deliveries arbitrarily, nor shall it charge the Federation for such deliveries. The Federation shall have separate bulletin board space in each full-time learning facility in order to post notices of its activities except that in the Administration Building the Federation shall have two (2) bulletin board spaces and a portion of any divisional bulletin board. Bulletin board space shall be in teacher lounges or other locations not normally frequented by students. The Federation may place additional bulletin boards, at its expense, in teacher lounges or in other areas not normally frequented by students.

E. It is agreed and understood that no person released under the provisions of this Article may select an overload assignment which is scheduled at the same time as the contract obligation from which they are released.

ARTICLE IX

NEGOTIATIONS

A. During the period of this Agreement, anytime after two-hundred ten (210) days preceding the termination date, either party may notify the other of its intention to negotiate, and negotiations shall begin within sixty (60) days after such notice is received.

B. During the period of negotiating an agreement, the parties shall meet at reasonable intervals and for reasonable periods of time. Every effort shall be made to schedule bargaining sessions at times which shall not conflict with scheduled assignments or otherwise disrupt or create discontinuities in normal College operations.

C. Whenever a question arises concerning the application and interpretation of this Agreement which affects all or substantially all of the members of the Bargaining Unit, by mutual consent the parties may convene their professional negotiation teams to discuss the matter.

D. Negotiations shall be conducted at a neutral meeting place; provided the expense of obtaining a neutral site is equally shared by both parties.

ARTICLE X

COMMUNICATIONS

A. The President of the Federation or his designee shall be furnished a copy of the agenda of each public meeting of the Board of Trustees with all normal attachments not confidential as determined by the Board at the same time regular distribution is made to the Board.

B. Upon written request by the Federation, its officially designated representative shall appear as an item of new business on the agenda of each monthly public meeting of the Board of Trustees for which the request was made, provided that such request shall be made in writing and received by the office of the Secretary to the Board at least one (1) week prior to the meeting. Said request shall state the reason for appearing before the Board and shall include any available relevent materials related to the subject matter of the request. If sufficient advance notice of a public meeting is not given to the Federation in order to allow for its request to be delivered within the prescribed time limits, such request shall be made within a reasonable time after receipt of the notice of the meeting.

C. The Employee shall make available to the Federation upon its request and within reasonable time thereafter such available statistical, financial, and personnel information and reports related to the operation of the College as are necessary for the processing of grievances or the negotiation or implementation of collective bargaining agreements, provided nothing included herein is intended to require the Employer to present information in forms not normally followed nor in forms not already compiled as provided by law.

D. There shall be a regularly scheduled meeting between the Director of Labor Relations and the President of the Federation or his designee at least once every month. The parties may bring individuals they feel are necessary for the conduct of business at these meetings.

E. The Federation shall be provided with a copy of the organizational chart of the College complete with names, titles, office locations, and office telephone numbers and extensions of each administrator and supervisor. The Federation shall be notified of changes in the organizational chart within ten (10) working days of such change. The Federation shall be provided with a copy of the job description of each administrator and supervisor employed by the Employer.

F. The Employer shall be provided with a list of Federation officers, committee members, and other officials of the Federation along with office locations and office telephone numbers and extensions. The Employer shall be notified of changes in this data within ten (10) working days of such change.

G. Faculty members shall be responsible for providing the Employer and the Federation with changes in their addresses or telephone numbers within ten (10) working days of such change.

H. The Employer shall provide the Federation the following: the name, address, city, state, zip code, department, salary, highest degree held, contact hours, credit hours, and home phone number of those faculty members' hired, rehired, reinstated or transferred on or before the tenth (10th) working day following such hire, rehire, reinstatement or transfer.

I. The Employer shall supply each employee of the Bargaining Unit with a copy of this Agreement within thirty (30) working days after its ratification by both parties. Each new hired, rehired, reinstated, or transferred employee who does not have a copy of the Agreement shall be supplied with a copy by the Employer. The Employer shall supply the Federation with one-hundred (100) copies of the Agreement for the Federation's own use. A copy of this Agreement shall be maintained in the office of each administrator and supervisor of the College.

J. Upon request the Employer shall mail to the faculty members a letter describing their fringe benefits.

ARTICLE XI

GRIEVANCE PROCEDURE

A. The primary purpose of this procedure shall be to secure at the lowest possible level, equitable solutions to the problems of both parties. Nothing contained herein shall be construed as limiting the right of any faculty member to discuss an alledged grievance with the appropriate member of the administration.

B. A grievance shall mean an allegation by an employee in the Bargaining Unit, by a group of employees, or by the Federation on its own behalf that there has been an alledged violation, misapplication or nonapplication of any provision of this agreement or any disciplinary action. All grievances shall be settled in conformity with the following grievance procedures.

C. STEP ONE

1. Prior to the filing of a formal written grievance, but no later than ten (10) working days after the cause shall have become known to the faculty member, the grievant shall meet with the appropriate administrator in whose area the grievance arose to discuss the matter informally with the object of conflict resolution.

2. If the grievance remains unresolved after informal discussion, the Federation may submit a written grievance no later than twenty (20) working days after the grievant's knowledge that a grievance exists. In no event shall the Grievance Procedure be invoked for a grievance based on this Agreement later than twenty (20) working days after the formal expiration of this Agreement. A copy of the written grievance shall be dated and signed by the grievant and/or Federation representative and submitted by the Federation to the appropriate Academic or Student Services Administrator along with any attachments which the Federation deems relevant to the case.

3. The appropriate Academic or Student Services Administrator shall within fifteen (15) working days communicate his decision and reasons therefore in writing to the Federation.

D. STEP TWO

1. If the grievance remains unresolved after Step One, the Federation shall submit the grievance to the Director of Labor Relations within five (5)

working days after receipt of the grievance answer from the appropriate academic dean.

2. Within ten (10) working days after receipt of the written grievance from the Federation, the Director of Labor Relations shall arrange and hold an informal hearing with the member of the Grievance Committee of the Federation.

3. Within ten (10) working days after this hearing, the Director of Labor Relations shall communicate his decision and the reasons therefore in writing to the Federation.

E. STEP THREE (Optional)

1. If the grievance remains unresolved after Step Two of the Grievance Procedure, the Federation may request an additional meeting with the Director of Labor Relations within five (5) working days after receipt of the Grievance answer from the Director in order to discuss the grievance further.

2. Within ten (10) working days after receipt of the request for an additional meeting, the Director of Labor Relations shall arrange and hold a hearing with the Federation President and the Chairperson of the Grievance Committee.

3. Within five (5) working days after this hearing, the Director of Labor Relations or his designee, shall communicate his decision in writing, including a written explanation thereof, to the Federation.

F. STEP FOUR

1. If the grievance remains unresolved after Step Three of the Grievance Procedure, the Federation may submit the grievance to arbitration. Official written notice of the desire for arbitration shall be submitted to the Director of Labor Relations no later than ten (10) working days after the receipt of the grievance answer from the Director in Step Three. In the event the Federation shall fail to serve a written notice, the matter shall be considered as settled on the basis of the written disposition by the Director of Labor Relations.

2. The arbitration proceedings shall be conducted under the rules of the American Arbitration Association by an arbitrator to be selected by the Employer and the Federation within ten (10) working days after notice of the desire for arbitration has been received by the Director of Labor Relations. If the parties cannot agree upon an arbitrator, they may file for arbitration by an arbitrator selected by the American Arbitration Association from its list of arbitrators.

3. The arbitrator shall hear the matter promptly and shall issue his decision not later than thirty (30) days from the close of the hearings.

4. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Federation. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

5. The decision and award of the arbitrator shall be in writing and shall set forth his opinions and conclusions on the issues submitted to him.

6. The decision and award of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be accepted as final by the Employer, the Federation, and the employee or employees involved.

7. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement.

G. GENERAL PROVISIONS

1. All formal grievances shall be typed and shall be submitted on the Formal Grievance form illustrated in the Appendix of this Agreement. All subsequent decisions or answers by the Employer shall be typed and shall be submitted on this form.

2. The grievant shall have the right to be present, to be accompanied by an official of the Federation, or to be represented by an official of the Federation at any stage of the proceedings. Either party shall have the right to bring in witnesses necessary for the processing of the grievance.

3. Hearings and conferences held under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses required to be present, to attend. When such hearings and conferences are held during working hours, all employees whose presence is required shall be excused for that purpose without loss of pay.

4. Grievances shall be processed as rapidly as possible. The number of working days indicated at each level shall be considered as maximum and every effort shall be made to expedite the grievance process. For purposes of this Agreement, a "working day" shall be defined as any weekday, Monday through Friday, excluding holidays and any other days on which the College is closed officially.

5. Failure to appeal a decision by the grievant within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further

action or appeal. Failure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Time limits may be extended by mutual written agreement of both parties.

6. A grievance may be initiated at any higher applicable level by mutual written agreement of both parties. The Federation may withdraw a grievance without prejudice and without establishing a precedent at any step of the procedure. No grievance withdrawn in this manner shall be reinstated.

7. No restraining, coercive, discriminatory, or retaliatory action of any kind shall be taken by the Employer against any party of interest, any Federation representative, or any official participant in the grievance procedure by reason of such participation.

8. All discussions with respect to the grievance shall be kept confidential by the parties involved during the procedural steps of the grievance, provided either party may release pertinent information to any or all personnel related to the grievance.

9. No decision on a grievance or an adjustment thereof shall be contrary to any provision of this Agreement. No terms shall be added to or subtracted from this Agreement nor any provision changed by the grievance procedure.

ARTICLE XII

PERSONNEL FILES

A. An official personnel file shall be maintained by the Employer for each faculty member, and all such files shall be maintained in a centrally located office.

B. Each personnel file shall have a cover sheet upon which shall be recorded the date of the insertion of any material, the subject and origin of the material, and the names of those persons who insert and inspect the material.

C. Each faculty member shall be obligated to see that employment data, such as verification of job experience, transcripts of credits, and records of certification, necessary for initial salary placement and subsequent salary changes or adjustments, are on file in the Personnel Office.

D. In the event the Employer is served with any legal process requiring the production of personnel records for any bargaining unit member, the employer shall notify the affected bargaining unit member of same within five (5) working days of service. The employer will continue to honor the provisions of the federal Education and Family Privacy Act with respect to disclosure of personnel records.

E. Each faculty member shall have the right to examine the contents of his own personnel file, excluding only confidential pre-employment credentials of an evaluative nature. The faculty member shall make an appointment with the Personnel Office to examine his file. The Director of Personnel or his designee shall be present when the faculty member examines his file, and if the faculty member desires it, he may be accompanied by a representative of the Federation. If the faculty member designates in writing that he desires a representative of the Federation to examine his file in his absence, the designated representative shall be allowed to examine the file.

F. No material originating from a nonprofessional source shall be placed in the faculty member's personnel file. No official report nor any derogatory statement about a faculty member shall be filed unless he is sent an exact dated copy. The faculty member has the right to submit a response to the report or statement, and the response shall be attached to and filed with the report or statement. Official reports and derogatory statements shall be placed promptly in a faculty member's personnel file. Official reports and derogatory statements deliberately filed apart from the official file shall not be used in disciplinary actions.

G. All documents, communications, and records dealing with the processing of a grievance as outlined in this Agreement shall be filed separately from the personnel files of the participants. This provision shall be retroactive.

H. Each faculty member shall have the right to place in his personnel file material which attests to his professional competence.

I. At the faculty member's request, the Employer shall reproduce any material in his personnel file except confidential pre-employment credentials of an evaluative nature, provided a reasonable duplication fee is paid by the faculty member.

J. Each faculty member shall be apprised in writing of the permanent removal of any material from his personnel file. The following rules shall govern the permanent removal of such material:

    1. Each faculty member shall have the right to request in writing that material filed for over two years prior to the request be removed permanently from his personnel file. Such material shall be removed promptly by the Employer.

    2. The Employer shall have the right to remove permanently material filed for over two years prior to the date of the removal.

    3. Each faculty member shall have the right to retain material permanently removed from his personnel file.

    4. Material expressly excluded from these provisions shall include: employment data, such as verification of job experience, transcripts of credits, and records of certification necessary for initial salary placement and subsequent salary changes or adjustments; and confidential pre-employment credentials of an evaluative nature.

K. No personnel file shall be reviewed unless the appropriate College representative is present and authorizes same.

ARTICLE XIII

ACADEMIC FREEDOM

A. A faculty member shall be free to present instructional materials which are relevant to the subject taught and consistent with course objectives. A faculty member shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within his area of professional competence.

B. A faculty member shall be entitled to freedom of discussion in his department or staff meetings on all matters which are relevant to the subject under study.

C. The faculty member shall be free from administrative and institutional censorship and discipline when he speaks or writes as an individual. The faculty member bears the responsibility to clarify the fact that he speaks or writes as an individual and not on behalf of the Employer, and to so identify himself at the time he speaks or writes.

D. The presence of any communications monitoring device during the meeting of any class, faculty meeting or committee meeting shall be only with the prior written approval of the faculty member concerned. No materials gathered by means of such device shall be admissible as evidence in any action against any faculty member without his approval.

E. Faculty members shall allow students to record classroom activities as a means of assisting the student for study that is directly related to the course syllabi. The instructor may identify specific class sessions which cannot be recorded for sound academic reasons, on the syllabi given to the students.

F. The faculty member shall be entitled to use any secondary materials, subject to budget limitations, which he believes will achieve the course goals agreed upon by the teachers who teach that discipline/course.

G. The faculty member shall be free to use methods or innovations of instruction which he feels achieve the best results and responses from his students. This provision includes the use of books and any other material furnished by the faculty member so long as they help students achieve the course goals, but said faculty member shall not have the right to require students to purchase said additional materials.

H. When such methods as noted in (G) include field trips it shall be the responsibility of the faculty member to secure prior approval of the appropriate Academic Administrator of such field trips on forms supplied by the Employer at least three (3) weeks prior to the scheduled date of the field trip.

The paragraph shall not apply to those faculty members whose field trips were established pursuant to Section L of this Article. Notification of all field trips must be conveyed to the appropriate facility administrator by the faculty member at least one week before the field trip occurs.

I. The faculty member shall be free to request any books, magazines, newspapers, or any other materials to be purchased by the library or his division, or area, without censorship, subject only to budgetary limitations.

J. The faculty member shall be supported with instructional resources and services appropriate to his instructional assignment and subject to budgetary limitations. Such resources and services shall include, but not be limited to, Research and Development, Learning Media and Data Processing.

K. There shall be no administrative rules or regulations governing faculty members dress or appearance.

L. The faculty members who teach a particular course within a discipline grouping, and the appropriate Academic Administrator shall collectively determine the methods for evaluating the academic progress of their students, and each faculty member shall assign grades to his students based upon said method provided such grades shall be within the letter grading system adopted by the Board.

M. The faculty members who teach a particular discipline/course and the appropriate Academic Administrator shall collectively determine course content, course goals, course syllabi, course textbooks subject to budgetary limitations, and the prerequisite skill levels for sequential courses.

N. Faculty members may voluntarily participate in college social, cultural, and professional activities.

O. Patent and Copyright Policy

1. If College resources, materials, and facilities are not used in the development of any product for the purpose of personal profit or gain, the product shall become the sole property of the individual together with all attendant benefits.

2. The use of College resources, materials, and facilities for the development of any product for the purpose of personal gain may be undertaken only after agreement between the individual and the Board of Trustees.

P. Involvement of any faculty member in an instruction system, experiment, or other related approaches for improving the quality of the learning environment shall be voluntarily assumed except in cases where a majority of the faculty members in a particular discipline decide otherwise.

ARTICLE XIV

GRADING

A. The issuance of a grade or mark for a student in a course is the prerogative and the responsibility of the instructor who teaches the course. Grades or marks shall be conveyed to the administration of the College on official administration forms by the instructor within the time limit set by the Academic Calendar.

B. Only the instructor who is assigned to a course has the authority to give a grade or mark for a student in that course except in those situations defined below. Once an instructor files a final grade or mark for a student, no one has the authority to change it except in those situations defined below.

C. The appropriate Academic Administrator shall act to assign, record, change, or complete all necessary grade forms and other materials in the event of the absence, death, or incapacitation of the instructor, or the refusal of the instructor to perform this responsibility, or similar emergency situations.

D. The following procedure shall be followed in the case of a grade or mark contested by a student:

The appeal by a student for a change of grade or mark shall first go to the instructor who issued it. Such an appeal must be filed by the student within twelve (12) months after receipt of the grade. If the grade or mark is sustained by the instructor, the student may appeal to the instructor's appropriate Academic Administrator. The appropriate Academic Administrator shall solicit written statements from both the instructor and the student supporting their respective positions. The appropriate Academic Administrator shall either sustain the grade or mark or shall recommend a change to be carried out by the instructor. The decision of the appropriate Academic Administrator shall be subject to an appeal by the student or the instructor within ten (10) working days of the decision. Such an appeal shall be heard by a selected departmental faculty committee comprised of two (2) faculty members within the appropriate discipline -- one faculty member appointed by the appropriate Academic Administrator and one faculty member appointed by the Federation. The appropriate Student Services Administor shall appoint a member of his faculty to this committee and the committee shall be chaired by the Vice President for Academic Affairs or his designee. In the event a designee is named the Union shall be notified of such designee in writing, the President of the Student Government or designee shall also serve as a voting member of this committee. The instructor whose grade is in dispute shall not be eligible for appointment to this committee. The decision of this committee shall be final.

ARTICLE XV

ASSIGNMENTS

STATEMENT OF MUTUAL GOALS

It is hereby agreed and promised that the Board and Federation are irrevocably and mutually committed to delivering a quality education to the people of the College's service district and by methods best suited to the fulfillment of those needs.

GENERAL PRINCIPLES

1. Regions and Regional Campuses serving the Regions are defined as follows:

Region	Regional Campus
Northwest	Northwest
Downtown	Downtown
Downriver	Downriver
Eastern	Eastern
Western	Western

The employer reserves the right to designate alternate regional campuses.

2. All but two (2) of the class selections assignments by full time faculty members in the Fall or Winter semesters to fulfill their regular contractual obligation must be from among offerings in the region to which they are assigned.

3. One (1) class selection assignment each semester by full time faculty members to fulfill their regular contractual obligation shall be from the offerings outside the region to which they are assigned.

4. If any full time faculty member selects four (4) overload assignments for the Spring semester, at least one (1) class selection assignment shall be from among the offerings outside the region to which the faculty member is assigned.

5. The College shall assign each full time faculty member to a Regional Campus consistent with the criteria listed below. In the event of any conflict among the criteria listed below, priority shall be given to the various criteria in the order in which listed.

a. Discipline taught by full-time instructor.

b. College seniority.

c. Race makeup at the regional center.

d. Preference of newly hired faculty member

6. Sex and Race Balances

a. Full-Time faculty within any region within the College shall be comprised of no less than thirty per cent (30%) nor more than seventy per cent (70%) of any one race, or sex.

b. The Federation and the Employer agree to work toward a race and sex balance among full-time faculty of no less than forty per cent (40%) nor more than sixty per cent (60%) of any one race or sex, and among part-time faculty of no less than forty per cent (40%) nor more than sixty per cent (60%) of any one race or sex by the expiration of this agreement.

A. ASSIGNMENTS FOR FULL-TIME FACULTY MEMBERS.

1. Administrative Assignments.

a. An Administrative Assignment shall mean the regional campus to which a full-time faculty member is regularly assigned for purposes of maintaining office hours, receiving mail, reporting his absences, and other administrative functions.

b. All Administrative Assignments shall be made consistent with the General Principles enumerated in this Article.

c. Administrative Assignment Transfers shall be granted when the full-time faculty member requests the transfer in writing to the appropriate academic administrator. Such requests shall be made no later than the end of the class selection assignment period for the subsequent academic year, provided the staffing requirements of the College will allow such a transfer, and such transfer would not result in a conflict with any of the General Principles contained in this Article.

2. Class Selection Assignments.

a. Seniority List.

1. At least fifteen days prior to the first day of classes the College shall publish a department/discipline seniority list.

The Federation shall receive a copy of this list as soon as it is published. This list shall rank the full-time faculty members of this discipline according to the number of years of discipline grouping seniority. The published list shall be in chronological order with the name of full-time faculty members and the number of years of department/-discipline service, beginning with the faculty member with the longest tenure and ending with the full-time faculty member with the least tenure. Should the problem arise that more than one faculty member has the same number of years seniority, this problem shall be resolved by listing full-time faculty members in question alphabetically according to the surname listed as of the date of the most recent hire. Each semester, this alphabetical arrangement shall rotate so that each faculty member shall eventually have his name appear first on the list among those with equal seniority. The following semester the faculty member whose name appeared first shall be placed last among those with equal seniority.

2. Notwithstanding the provisions of this Article, any layoffs shall be implemented according to Article XXVI, Reduction of Staff on a College-wide seniority basis.

b. At a discipline grouping meeting held no later than July 1, and prior to the first rough draft of the schedule of classes, the appropriate academic administrator and his full-time faculty shall jointly develop full-time faculty assignments. These assignments shall be based on scheduling information as submitted by the appropriate academic administrator. Whenever possible, this information shall include all operative centers in the region, the anticipated number of sections to be offered, and the proportion of classes to be offered in the morning, afternoon, and evening. This information will be available no later than May 1 of each academic year. The procedure listed below shall be followed in order to accomplish the above.

c. The full-time faculty member whose name appears at the top of the discipline grouping full-time seniority list shall select two classes from the listed schedule of classes he wishes to teach.

d. The criteria for inter-departmental/area teaching assignments, to complete a faculty member's regular contractual obligation, shall be a minimum accumulation of twenty (20) semester hours, at least nine (9) of which shall be graduate credits in the discipline to be taught or equivalent experience in occupational areas as determined by the appropriate academic administrator and subject to the final approval of the Vice President for

Academic Affairs or such other person as designated by the President or the Board of Trustees.

e. Overload:

1. Each full-time faculty member shall follow the procedure in A(2)c above in selecting overload assignments except overload classes shall be selected one class at a time instead of two classes at a time. After twelve o'clock (12:00) noon of the first day of classes no faculty member may request a change in assignments for any reason except to complete his contractual obligation. Full time faculty may bump any part time instructor or select any unassigned class on or before twelve o'clock (12:00) noon on the first day of class for the semester to replace an overload class for any semester.

2. An overload assignment may be selected for any semester at the regularly scheduled class selection meeting.

3. Any assignment or portion of an assignment selected by full time faculty in excess of their regular contractual obligation shall be deemed an overload assignment. Failure of any faculty member to designate properly such assignments at the class selection meeetings shall result in overload assignments being designated by the appropriate academic administrator.

f. A full time faculty member shall not be allowed to include, for assignment purposes stated above, more than two (2) night assignments as part of a regular contractual obligation. Notwithstanding the above, each full-time faculty member must schedule his workload to be at an instructional center a minimum of three (3) days per week excluding Saturdays.

3. Conflicts arising between faculty members and/or between faculty members and the appropriate academic administrator shall be resolved by a written procedure established jointly by the appropriate academic administrator and the full-time faculty members of the discipline grouping. In those situations where mutually satisfactory decisions cannot be made by the appropriate academic administrator and his full-time faculty members, the Vice President for Academic Affairs or such other person designated by the President or the Board of Trustees shall have final authority to make the decisions. In such situations, the appropriate academic administrator and the faculty member shall submit their respective reasons for disagreement.

4. Formal Grievances arising from this provision shall be initiated as soon as possible, but no later than ten (10) working days after the first day of regularly scheduled assignments.

B. ASSIGNMENTS FOR PART-TIME INSTRUCTORS.

1. Class Selection Assignments.

a. Names of all part-time faculty and administrators who teach shall be listed by the groupings of disciplines as defined in Appendix H. Fifteen (15) days prior to the first day of classes, the College shall publish a seniority list for each discipline of the College. The Federation shall receive a copy of this list as soon as it is published. This list shall rank the part-time faculty members and administrators who teach in that discipline grouping according to the number of contact hours taught within the discipline grouping. The published list shall name the faculty members and the number of contact hours of discipline grouping.

b. Class selection notification shall be determined in the following manner:

1. All part time instructors with 75 or more contact hours of seniority in a discipline grouping shall be invited to the class selection meeting for that discipline grouping subject to section B(1)b(2).

2. In the event that the remaining number of class sections in any discipline, after full time instructors have completed class selections, exceeds the number of part time instructors and administrators who teach with 75 or more contact hours of seniority by a ratio of more than two to one (2:1), the College shall invite at least one additional part time instructor or administrator who teaches with less than 75 contact hours of seniority for each class section in excess of the two to one ratio.

c. In all cases of equal seniority, order of priority shall be determined by alphabetical order.

d. Should a part-time instructor fail to appear for class selection for two consecutive terms to which he was invited, the Employer may remove said instructor's name from the seniority list for class assignments.

e. Formal grievances arising from the above provisions in this section shall be initiated as soon as possible but no later than ten (10) working days after the first day of regularly scheduled classes. The only relief that shall be required of the Employer in any resolution of these grievances shall be the placement of the faculty member in an assignment for the next regular semester.

f. A regular part-time instructor may be removed from the seniority list under the following provisions:

1. A regular part-time instructor who has taught up to twenty (20) hours for the Employer and who is removed from the seniority list shall be provided with a reason in writing for such removal. He shall be allowed an opportunity to discuss the reason with the appropriate academic administrator, and he may appeal the action of his appropriate academic administrator to the appropriate Regional Dean. The appropriate academic administrator shall inform the Federation of the removal. A regular part-time instructor who is removed from the seniority list under this provision shall not have recourse to the grievance procedure because of that removal.

2. A regular part-time instructor who has taught more than twenty (20) hours but less than seventy-five (75) hours for the Employer and who is removed from the seniority list, shall be provided with a reason in writing for such removal. He shall be allowed an opportunity to discuss the reason with his appropriate academic administrator, he may appeal the action of the appropriate academic administrator to the appropriate Regional Dean and may appeal the decision of the appropriate Regional Dean to the Vice President for Academic Affairs. The appropriate academic administrator shall inform the Federation of the removal. A regular part-time instructor who is removed from the seniority list under this provision shall have recourse only to the first step of the grievance procedure because of that removal.

3. A regular part-time instructor who has taught seventy-five (75) hours or more for the Employer shall be removed from the seniority list as provided for by Article VII, Federation Security; Article XXVI, Reduction of Staff; and Article XXVII, Termination.

C. ASSIGNMENTS FOR PART-TIME FACULTY MEMBERS OTHER THAN INSTRUCTORS

The appropriate academic administrator, with the approval of the Vice President for Academic Affairs, or his designee, shall have the final authority to develop assignments for regular part-time faculty members other than instructors.

1. The preferences of these faculty members shall be considered whenever possible; however, no regular part-time faculty member shall have any priority to an assignment at a specific day or time within their designated region.

2. Regular part-time faculty members other than instructors shall have their contracts renewed at the option of the Vice President for Academic Affairs who shall make this decision primarily on the basis of departmental needs. A regular part-time faculty member other than an instructor who does not have his contract renewed shall not have recourse to the grievance procedure because of that failure.

D. For the purposes of class selection assignments, for part time faculty and administrators who teach, seniority hours shall be accumulated in accordance with the provisions of Appendix H, Discipline Seniority Chart.

E. ASSIGNMENT PRIORITIES

The following order of preference shall be followed for determining who shall receive a particular instructional assignment provided that all selections are made in conformity with the provisions of this Article including but not limited to Section B(1)d. Seniority order shall be followed within each of the below listed priorities.

1. Qualified full-time faculty within their discipline who are selecting their regular contractual obligations.

2. Qualified full-time faculty from other disciplines who are selecting their regular contractual obligation, provided they have exhausted course offerings in their own discipline.

3. Qualified full-time faculty within their discipline who are selecting overload assignments.

4. Qualified full-time faculty members from other disciplines who are selecting overload assignments.

5. Qualified Administrators who teach without pay as part of their contractual obligation.

6. Qualified part time instructors with one-hundred (100) or more contact hours whose entire assignment was bumped or cancelled the previous semester selecting one (1) replacement class. This priority may be exercised only for the semester following the semester in which an entire assignment was bumped or cancelled and only in one discipline grouping. Only instructors whose names appear on the list published by the College may exercise this priority.

7. Qualified part time instructors with one-hundred (100) or more contact hours of seniority shall be eligible to select concurrently their first two (2) assignments within their discipline grouping..

8. Qualified part time instructors with one-hundred (100) or more hours of seniority within the discipline grouping who select only one class at a discipline grouping class selection assignment meeting during their first round may select their second class selection assignment during the first round of class selection meetings in another discipline grouping at a subsequent meeting.

9. Qualified part time instructors with less than one-hundred (100) contact hours of seniority who are seeking a first assignment within the discipline grouping.

10. Qualified part time instructrors with less than one-hundred (100) contact hours of seniority who are seeking a second assignment within the discipline grouping.

11. Qualified part time instructors in ranking seniority order who were invited to the meeting who are seeking a third assignment within the discipline grouping.

12. The appropriate academic administrator shall make reasonable attempts to offer remaining or subsequently available class assignments to qualified part time faculty members and administrators who teach who did not acquire a teaching assignment and who signed and filled out the form in Appendix J by seniority order in the discipline grouping before making an assignment to other qualified persons.

F. QUALIFICATIONS FOR ASSIGNMENTS

1. A faculty member shall only select a course that he is qualified to teach. The appropriate academic administrator and the faculty members of said discipline grouping may submit an advisory opinion to the Vice President for Academic Affairs concerning the qualifications of any full or part time instructor to teach a course within the discipline grouping.

2. Overload assignments may be disallowed only on the basis that the faculty member is not qualified or on the basis of objective evidence that the faculty member selecting the overload assignment cannot fulfill the responsibilities of the overload assignment.

3. Formal grievances arising from this provision shall be initiated as soon as possible, but not later than ten (10) working days after the first day of classes for the semester.

4. The appropriate academic administrator may disallow any class selection assignment not made in conformity with the provisions of this Agreement.

5. The following class selection assignments shall automatically be disallowed:

   a. selection of any class assignment by an instructor which has not been previously taught by that instructor at Wayne County Community College unless that instructor has been certified in writing as qualified to teach that course by the Vice President for Academic Affairs, or his designee.

   b. the second of any class assignments which are scheduled back to back at different instructional centers.

6. Only persons certified in writing by the Vice President for Academic Affairs, or his designee, to teach courses not previously taught at Wayne County Community College may be assigned to teach a course offering not selected at the class selection meeting.

ARTICLE XVI

WORKING CONDITIONS

A. FACILITIES

1. The Employer shall provide each full-time faculty member with the following equipment, provided the faculty member makes a formal written request of the appropriate Academic Administrator: a desk, chair, lockable file space, wastebasket, bookshelf space, and necessary office supplies. Whenever possible such equipment shall be provided at the Regional Campus to which the faculty member is assigned.

2. The Employer shall provide a suitable lounge area for the use of College staff members at each full-time learning facility.

3. Within budgetary limitations, faculty members shall have access to resources available such as typewriters, calculators, computers, video tape equipment, data processing equipment, copying and duplicating machines provided such use is directly related to the performance of their faculty assignments.

4. The Employer shall provide adequate office facilities for conferences between students and faculty members at all day/evening learning facilities. Every effort shall be made to insure the highest degree of privacy possible. All such accommodations shall be subject to budgetary limitations.

B. CLERICAL ASSISTANCE

The Employer shall provide adequate clerical assistance to faculty members. Any work submitted by a faculty member shall be completed satisfactorily within five (5) working days.

C. AUDIO-VISUAL MATERIAL

The Employer shall strive to provide adequate audio-visual material to all faculty members. The maximum time necessary to request all equipment shall be five (5) working days written notice. The Employer shall be responsible for obtaining and locating all audio visual equipment A minimum of one room at each full-time day/night instructional center shall be equipped with a permanent screen and darkening shades.

D. CLOSED CENTERS

The Employer shall provide public information concerning centers that are closed in emergency situations. When conditions warrant, administrative personnel shall notify all relevant faculty members by telephone.

E. MILEAGE ALLOWANCE

Subject to the approval of the appropriate Academic Administrator or director, the Employer shall reimburse faculty members the current rate in effect allowed by Internal Revenue Regulations Tax Code 162 per mile for every mile traveled between teaching and work related assignments. Actual mileage distances between teaching assignments shall be established by the Employer.

F. PARKING FEES

The Employer shall reimburse faculty members for parking fees paid by them while on regularly scheduled assignments for the Employer provided receipts for said fees do not exceed $1.50 per occurrence and receipts are submitted for same to the appropriate administrator.

G. MAIL FACILITIES

Mailboxes shall be provided at all day/evening facilities for all assigned faculty. Faculty members shall have the right to use the school mailing facilities for intra-campus and outside mailing purposes. Postal charges borne by the Employer are limited to nonpersonal mail. Faculty mail shall not be disturbed under any circumstances by unauthorized persons. The use of Employer mailing facilities shall be for College-related business only.

H. FACULTY IDENTIFICATION

All faculty members shall display in a conspicuous manner a photo-identification card on all College facilities. Expense of the photo-identification card shall be borne by the Employer. This provision shall become effective at such time that all other full-time College employees are required to display photo-identification cards.

I. The employer shall provide 40 reserved parking spaces for faculty at or adjacent to the following regional centers: Downtown, Downriver, Eastern, Northwest, Western.

ARTICLE XVII

CLASS SIZE

A. During the academic year the regular obligation headcount maximum shall be thirty six (36) students provided in English composition, and in Speech classes the regular obligation headcount maximum shall be 25 students, and further provided in laboratory and shop classes the regular obligation headcount maximum shall be the smaller of the following: the number of stations available for students to work at or thirty six (36) students.

B. The Employer shall give special consideration to the problems pertaining to the introduction of new courses, to the sustaining of advanced courses essential to the integrity of particular programs and/or departments, to commitments made to students enrolled in sequential programs, to changes in physical facilities of the College, and to experimental teaching methods as these problems pertain to class size. In order to solve some of these problems, the regular obligation headcount maximum may have to be increased in particular situations. However, the regular obligation headcount maximum as stated above shall be increased only after prior consultation with the Federation and after prior written approval of the Federation.

C. A faculty member shall be paid at the rate of $10.00 per student for each student in excess of the total regular obligation headcount maximum per class, provided class size shall be computed on the basis of students officially listed on the computer produced final grade roster and for whom the instructor records a letter grade or an incomplete. The faculty member shall complete the request for compensation, on forms provided by the employer, at the time of submission of final grades and shall receive compensation within twenty (20) days.

D. In the event the student headcount is greater than or equal to fifty (50) as of the B.O.B. date for any semester, the class shall be divided. In no event shall the student headcount for English composition or Speech classes exceed thirty-three (33) in any semester.

E. In those instances where the Regional Academic Administrator combines sections of classes into one consolidated class, an instructor shall be informed of the combination at the time of assignment and may request another class. If the Regional Core Academic Administrator cannot comply with the request, any resulting conflict shall be resolved by the instructor, the Regional Core Academic Administrator, and the Regional Dean.

ARTICLE XVIII

FACULTY LOAD

A. FACULTY LOAD

1. The work load for full-time counselors and librarians shall be thirty (30) hours per week exclusive of any time taken for lunch or dinner.

2. The work load for full-time instructors shall be thirty (30) credit hours for each academic year.

3. The work load for full-time instructors in English Composition shall be twenty-seven (27) credit hours provided a minimum of eighteen (18) hours of English Composition is taught during the academic year.

4. The work load for full-time faculty members in areas such as Automotive Service Technology, Cosmetology, Aviation, Radiation Therapy, Machine Repair or any other Vocational/Technical Studies Area shall be thirty (30) contact hours per week exclusive of any time taken for lunch or dinner. Actual instruction of students in combination lecture or laboratory classes shall not exceed twenty (20) contact hours per week. However, each full-time Vocational/Technical Studies instructor shall be responsible for lecture assignments provided, however, that said lecture assignment shall not exceed fifteen (15) contact hours per week. The above thirty (30) contact hour provision shall not apply to the Nursing, Dental Assistant, Occupational Therapy Assistant, Medical Laboratory, Technology, and Medical Recrds Technology Programs during the life of this Agreement.

B. CONFERENCE HOURS

All full-time instructors shall maintain five (5) scheduled student conference hours per week. A schedule of these hours shall be posted by the instructor at each facility where he instructs. A copy of this posting shall be submitted to the regional academic administrator at the Regional Campus to which the faculty member is administratively assigned not later than the end of the first week of classes for each semester.

C. FACULTY MEETINGS

All full-time faculty members shall attend scheduled and announced department and College faculty meetings. Attendance by faculty members shall not be compulsory for meetings scheduled for hours other than those as herein defined as the inclusive work week. Whenever possible, a department or College faculty meeting shall be announced at least five (5) working days before the date of the meeting.

D. ACADEMIC YEAR

1. The work load for each full-time counselor shall be either a consecutive thirty-six (36) week period or a non-consecutive forty-four (44) week period during the calendar year. The thirty-six (36) and forty-four (44) week period(s) shall be adjusted to the calendar acccording to the needs of the Employer. A minimum of two (2) counselors from each Regional Campus Area shall work the above forty-four (44) week period.

   Counselors shall submit in writing requests for working the forty-four week period to the appropriate administrator no later than thirty (30) working days prior to the first day of fall registration. The appropriate administrator shall determine from the requests counselors who shall be working during the forty-four (44) week period. Selection of the first two (2) counselor(s) from each respective Regional Campus Area as described herein shall be granted on a pure seniority rotating basis. Selection of additional counselors, shall be at the sole discretion of the appropriate administrator. If an insufficient number of requests are made by counselors the appropriate administrator shall select the appropriate number of counselors to insure sufficient coverage. Counselors selected for the forty-four (44) week period described above shall be paid at the rate of 1.25 of the annual base salary for the forty-four (44) weeks worked by each counselor.

2. The academic year for counselors shall begin on the first working day prior to the first day of fall registration, but no earlier than August 11 of any contract year.

3. Each full-time librarian shall work thirty-eight (38) weeks within the ten (10) month academic year. These thirty-eight (38) weeks shall be adjusted to the calendar according to the needs of the Employer.

4. Each full-time instructor shall work a fifteen (15) week fall and a fifteen (15) week winter semester.

E. WORK WEEK

The inclusive work week shall be Monday through Thursday, 8:00 a.m. to 10:00 p.m., and Friday, 8:00 a.m. to 4:00 p.m. Work during all other hours shall be assigned only with the prior written approval of the full-time faculty member involved.

F. INSTRUCTIONAL HOUR

An instructional hour shall be defined as a fifty-five (55) minute classroom session.

G. DAY/NIGHT DEFINITION

For all contract purposes Day shall be defined as 7:00 a.m. through 6:00 p.m. and Night shall be defined as after 6:00 p.m. until 7:00 a.m.

H. OVERLOAD

1. A faculty member may be considered for extra contractual assignments within the limits of availability, provided assignments for same are consistent with the provisions of Article XV entitled Assignments. A faculty member may teach no more than eight (8) classes of overload per annum. The total contact hours of the eight (8) overload classes shall not exceed thirty-two (32) contact hours per annum provided that vocational technical faculty as defined in section A(4) above shall not exceed thirty-six (36) contact hours per annum. Furthermore, no more than four (4) classes of overload may be taught in total for the Fall and Winter Semester combined, with no more than four (4) classes taught in the Spring Semester. Each full-time faculty member must schedule his work load to be at an instructional center a minimum of three (3) days during the Spring Semester provided said instructor is teaching twelve (12) or more contact hours per week. Course offerings that are three (3) contact hours or less shall be counted as one-half (1/2) of a class. Overloads in excess of the maximum shall be allowed only with the prior written approval of the Vice President for Academic Affairs. Approval to any faculty member shall in no way set a precedent for other requests.

2. A full time faculty member shall teach no fewer than fifteen (15) and no more than twenty two (22) contact hours for the Fall and/or Winter semester provided that vocational technical instructors shall not select less than twenty (20) nor more than twenty-seven (27) contact hours in the Fall and/or Winter semester. Overloads in excess of the maximum shall be allowed only with the written approval of the Vice President for Academic Affairs. Approval to any faculty member shall in no way set a precedent for other requests.

ARTICLE XIX

RELEASE TIME

A. A faculty member's regular faculty load may be reduced by as many classes as are necessary to allow the faculty member to perform adequately a departmental or College function that might include but is not restricted to the following programs or projects: program development or coordination, student activities of an academic nature. Purely clerical tasks shall be excluded from this provision. No faculty members may be granted release time from overload assignments unless written approval is granted by the Vice President of Academic Affairs.

B. The Regional Core Academic Administrator and his full-time faculty members jointly shall determine the amount of release time that is necessary, and the distribution of this time among the faculty members of the department as prescribed below:

   1. In determining his recommendations for release time, the Regional Core Academic Administrator and his faculty members shall consider the following items.

      a. Identification of the problem.

      b. Organized plan to approach solution.

      c. Significance and degree of innovation involved in solution.

   2. The subsequent decisions of the faculty members and the Regional Core Academic Administrator shall be forwarded to the appropriate Regional Core Director.

   3. Once the request for release time has been approved by the Regional Core Director, the recommendation will be subject to the approval of the Academic Vice President and shall be implemented only after his final approval.

C. The formula for release time shall be as follows:

   1. Each hour of classroom release time shall be equal to two (2) hours of instructional/program coordination.

   2. Each full-time class reduction shall release the full-time faculty member from one (1) hour of student conference time.

ARTICLE XX

EVALUATION OF FACULTY

A. STUDENT EVALUATION OF FACULTY

1. Students shall be given an opportunity to evaluate faculty members each semester. The results of these evaluations shall be made available to the faculty members on whom the results are obtained prior to the beginning of the next scheduled semester after the completion of the semester in which they are administered.

2. The tabulated results of such evaluations shall be placed in the faculty member's personnel file, and the provisions of this Agreement covering personnel files shall obtain.

3. These evaluations are for diagnostic and improvement purposes and may be used by the faculty member and the Regional Core Academic Administrator or director to increase the faculty member's effectiveness. If the Regional Core Academic Administrator believes that serious porblems are evidenced by these evaluations, he shall schedule a conference with the faculty member in order to discuss the results of the student evaluations and to make recommendations for improvement.

4. The student evaluation criteria used shall be developed by a committee consisting of the Academic Vice President, the Regional Core Academic Administrator(s), or director, and two faculty members designated by the Federation.

B. ADMINISTRATIVE EVALUATION OF FACULTY MEMBERS

1. Faculty members Under Probationary Status

   a. All Regional Core Academic Administrator(s) and/or directors shall evaluate their full-time faculty members. Each first-year probationary full-time faculty member shall be evaluated by the Regional Core Academic Administrator or director concerning the faculty member's general professional conduct and work at least once on or before December 15th during the fall semester and at least once on or before March 15th during the winter semester. Each second-year probationary faculty member shall be evaluated by the Regional Core Academic Administrator or director concerning the faculty member's general professional conduct and work at least once on or before December 15th during the fall semester.

b. For instructional faculty members such general evaluations shall include at least one evaluation of a classroom and/or laboratory visit. The evaluative visit shall be conducted by the appropriate Regional Core Academic Administrator or director or his designee, provided the designee, by his academic training and/or job experience shall be able to judge competence in the subject area that is to be evaluated.

   (1) All instructors shall be notified at least one week in advance of the date of an evaluative visit. The evaluator shall arrive at the beginning of the class period and shall be advised of the class objectives by the instructor. The evaluator shall remain in the classroom and/or laboratory at least one academic hour. The evaluator shall not disrupt the classroom and/or laboratory activity in any way and may only participate in such activities at the invitation of the instructor.

   (2) A conference shall be scheduled between the evaluator and the instructor in order to discuss the evaluative visit, the conference to take place outside a scheduled class period. If the evaluator is someone other than the Regional Core Academic Administrator or director, an additional conference between the Regional Core Academic Administrator or director may be scheduled by either party.

c. A committee consisting of the Vice President for Academic Affairs, Regional Dean, Regional Assistant Dean or director, and three (3) faculty members designated by the Federation shall determine the criteria for these evaluations. The agreed evaluation instrument is contained in Appendix F of this agreement.

d. The completed evaluations shall be placed in the faculty member's personnel file and the provisions of this Agreement shall obtain.

2. Faculty Members Under Continuing Contract Status

Each faculty member under continuing contract status shall be evaluated by the Regional Core Academic Administrator or director concerning the faculty member's general professional conduct and work at least once each contract year. Such evaluations may include an evaluative visit, in the case of instructional faculty members, at the discretion of the Regional Core Academic Administrator or director. In the event that there is such a visit, the procedures defined above concerning evaluative visits shall obtain.

ARTICLE XXI

ABSENCES AND SUBSTITUTES

A. An absence shall mean the failure of a faculty member to meet his scheduled assignments.

B. A faculty member shall report any absence promptly and directly to the office of the appropriate Academic Administrator or director and to the office of the facility administrator at the facility where he teaches or provides services. Except in cases of emergency this report shall be made before the occurrence of the absence.

C. A full-time faculty member shall be charged a half-day's absence if he fails to meet one-half or less of his scheduled assignments for the day. He shall be charged a full-day's absence if the absence exceeds one-half of his scheduled assignments for the day.

D. All faculty members shall be responsible for signing in and out on attendance forms provided for that purpose by the Employer and available in the office of each facility administrator. All faculty members shall report to the central office of the facility for messages.

E. The appropriate Academic Administrator shall be responsible for providing a qualified substitute for any faculty member who is absent, provided the faculty member gives the appropriate academic administrator adequate notice of his absence. The appropriate academic administrator shall give priority to part time bargaining unit members when securing a qualified substitute for an absent faculty member.

F. The appropriate Academic Administrator or director shall be responsible for maintaining a substitute availability list and for distributing the list to all faculty members in his department or area. Substitute shall be taken from this list. The appropriate Academic Administrator shall appoint substitutes in the case of extended absences of a faculty member.

G. All substitutes shall report to the facility administrator who shall verify the substitution and shall initiate the procedure for compensation on forms provided by the Employer.

H. Part-time faculty members or full-time faculty members working in an overload capacity who are absent shall have their part-time or overload compensation reduced by an amount equal to the total hours absent times their part-time or overload rates. However, a full-time faculty member shall be allowed to use up to five (5) days of his credited sick leave for his own illness, accident, or hospitalization, as defined in Article XXX, Leaves, during the faculty member's employment in an overload capacity during the Spring semester. The faculty member shall not be allowed to use sick leave days for personal business leave during this period.

I. Any full-time instructor who substitutes during any Fall or Winter semester for less than eight (8) weeks for any given assignment shall not have such time charged against the instructors maximum overload hours during the academic year.

ARTICLE XXII

FACULTY PARTICIPATION

The Employer shall involve the faculty in the development of policies having a direct relationship to their interests or professional mission as outlined in the following sections:

A. PARTICIPATION IN COLLEGE STANDING COMMITTEES

1. There shall be appropriate faculty representation on all College standing committees whose activities are related directly to the interests or professional mission of the faculty. Faculty representatives serving on standing committees shall be elected at large by the faculty in elections conducted by the Federation. Any faculty member may place his name in nomination following Federation procedure for this process.

2. If the Employer does not accept the recommendations of a standing committee, it shall forward the reasons for such action in writing to the chairperson of the committee involved. In any opinion rendered by a standing committee, provision shall be made for minority opinion. The President of the Federation may request an opinion of a standing committee by submitting such a request in writing to the chairperson of the committee.

3. Each standing committee shall have access to all nonconfidential materials which are pertinent to its deliverations.

4. Each standing committee may use consultants as their need is determined, provided the use of consultants shall not obligate the committee or Employer financially beyond the amount budgeted by the Employer for such expense.

5. Each standing committee shall be provided with adequate secretarial help and shall be provided with centrally located files for committee correspondence and records.

B. PARTICIPATION IN DISCIPLINE GROUPING ACTIVITIES

1. The appropriate Academic Administrator, or director shall determine the professional qualifications for membership in the discipline grouping or area; the staffing and scheduling needs; the discipline grouping or area budgets; the courses and programs to be offered; and the syllabi, textbooks, and other material used in the course and program.

2. Part-time faculty members may participate in these activities, and the degree of their participation shall be determined jointly by the appropriate appropriate Academic Administrator or director and his full-time faculty members.

3. In those situations where mutually satisfactory decisions cannot be made by the appropriate Academic Administrator or director and his full-time faculty members, the appropriate Academic Administrator or director shall have final authority to make the decisions, subject to the approval of the appropriate Academic Administrator. In such situations the Regional Campus Academic Administrator or director shall submit in writing his reasons for the departure from the recommendations of the group or of the individual concerned.

4. In those situations where a faculty member is dissatisfied with the decisions of his Regional Campus Academic Administrator or director, he shall have the right to appeal to the appropriate Regional Campus Academic Administrator. If the faculty member is dissatisfied with the decisions of the Regional Campus Academic Administrator, he shall have the right to appeal to his divisional head.

ARTICLE XXIII

EMPLOYMENT

I. QUALIFICATIONS FOR EMPLOYMENT

A. To qualify for initial and continuing employment, as a full time or part time faculty member, the applicant must meet the credential requirements appropriate to the discipline groupings or area in which the appointment is to be made. Appropriate weights shall be assigned, when considering credentials, to academic training, prior teaching experience, other appropriate experience in the field, and to sponsored or on the job training cited in Appendix E.

B. Ordinarily a prospective appointee must possess the following credentials and the recommendation of the Vice President for Academic Affairs:

1. For traditional liberal arts and science discipline groupings a Master's degree or higher degree in the subject area.

2. For non-traditional discipline groupings a Master's degree or higher degree related to the discipline grouping or subject area.

3. For vocational and technical discipline groupings the requirement for an Annual Vocational Authorization as established by the Michigan Department of Education and seven (7) years recent full time experience in a related trade or occupation.

C. The appropriate academic administrator and the faculty members of said discipline grouping may submit an advisory opinion to the Vice President for Academic Affairs concerning the credentials of any faculty member.

D. Upon the recommendation of both the Vice President for Academic Affairs and the Director of Labor Relations, the ordinary credential requirements may be waived by placing greater weights on other credentials listed in Section IA of this Article.

E. The Board of Trustees shall have final authority in all appointments.

II. NOTICE OF VACANCIES

Notice of full-time administrative or faculty vacancy shall be made to the President of the Federation by the Employer at the time the decision is made to fill the vacancy and, whenever possible, at least fourteen (14) calendar days prior to the filling of the vacancy. This notice may be waived in writing by the President of the Federation.

A. The notice shall be in a form suitable for posting and shall include the date of the notice, a job description where applicable, remuneration offered, required qualifications, the administrator to whom the application is to be sent and the final date for acceptance of applications. A copy of this notice shall be posted on the Federation bulletin boards in the Administration Building, and copies shall be sent to each facility administrator.

B. Any employee of the College may apply for the position by written application to the administrator designated in the notice. An application for a position shall be recognized as a professional right and shall not affect adversely an employee's status in his present position.

C. The Employer shall notify all appplicants presently working at the College of the disposition of their applications for a full-time position prior to the publication of the name of the successful applicant.

III. SELECTION OF CANDIDATES

A. The Employer shall give primary consideration to applicants from within the College if their qualifications are superior or equal to other qualified applicants, provided the priorities in Section C are adhered to.

B. In order to fill a full-time vacancy, the appropriate Academic Administrator and his full-time faculty and a representative from the Personnel Department shall review all applications and interview and evaluate qualified applicants and recommend at least three (3) persons for each vacant position, listed in the order of preference to the Vice President for Academic Affairs. Together with these recommendations, the department shall provide the reasons for their recommendations and submit the folders containing all interview and evaluation data and records for all candidates considered for review by the Vice President for Academic Affairs.

C. The filling of a part-time vacancy shall be as stipulated in the above section. However, no new full or part-time faculty member may commence work without the prior approval of the Personnel Department.

IV. PRIORITIES FOR FILLING VACANCIES

The following priorities shall be observed in the filing of full-time faculty vacancies at the College:

A. A full-time faculty member shall be given priority over all other applicants for a faculty appointment to a vacancy in a program, department, or area, provided he is qualified for the vacant position, and provided the Vice President for Academic Affairs agrees to the appointment. Such agreement shall not be arbitrarily or capriciously withheld.

B. A full-time faculty member who leaves the faculty to take a position in the administration of the College shall have priority over all other applicants for a faculty appointment to a vacancy in a program, department, or area, except those applicants defined above, and provided he is qualified for the vacant position, and provided both the President of the College or his designee and the Regional Core Director or director of the program, department, or area where the vacancy exists agree to the appointment. Any faculty member who assumes administrative duties and subsequently returns to the faculty shall resume all rights and privileges that he would have had if he had continued in the faculty position without interruption. Any exempt administrator granted faculty status by Board Action shall have the same priority as an administrator returning to faculty, provided they meet the credential requirements of Section I of this Article.

C. A part-time faculty member shall, after the abovementioned applicants, be given primary consideration for a faculty appointment to a vacancy in a program, department, or area.

D. No less than fifty-five percent (55%) of all full-time faculty vacancies shall be filled during the life of this Agreement by qualified applicants from the part-time seniority lists provided the selection of full-time faculty members is consistent with current Equal Employment Opportunity and Affirmative Action Guidelines. The Nursing faculty shall be excluded from this Article's provision.

ARTICLE XXIV

ADMINISTRATORS WHO TEACH

A. A supervisor, administrator, or executive of the College shall be allowed to teach or to act in the capacity of counselor, librarian, or coach without remuneration as an adjunct to his administrative position, provided all applicable provisions of this Agreement and the following stipulations are adhered to:

1. He shall be qualified to perform the faculty assignment and shall have an application and other employment credentials which attest to his qualifications in his personnel file.

2. He shall teach or act in the capacity of counselor, librarian, or coach for a maximum of two (2) classes per semester.

3. His teaching or other faculty assignments in no way shall result in the reduction of present full-time faculty positions.

4. His teaching or other faculty assignments in no way shall infringe on any full-time faculty member's priority in regular or overload assignments.

5. His teaching or other faculty assignments in no way shall restrict or handicap his administrative responsibilities.

6. His performance of the teaching or other faculty assignments shall be evaluated using the same criteria as those applied to part-time faculty.

7. The administrator shall be liable to the Federation for an amount equal to the appropriate Federation dues or service fees, such an amount to be paid before the end of the semester in which the administrator performs the assignment.

B. A supervisor, administrator, or executive of the College shall be allowed to teach or to act in the capacity of counselor, librarian, or coach for remuneration in addition to the responsibilities of his administrative position, provided all applicable provisions of this Agreement and the following stipulations are adhered to:

1. He shall be qualified to perform the faculty assignment and shall have an application and other employment credentials which attest to his qualifications in his personnel file.

2. He shall teach or act in the capacity of counselor, librarian, or coach for a maximum of two (2) classes per semester.

3. His teaching or other faculty assignments shall be consistent with the provisions of Article XV, Section E, entitled Assignment Priorities.

4. His teaching or other faculty assignments in no way shall infringe on any full-time faculty member's priority in regular or overload assignments.

5. His teaching or other faculty assignments in no way shall restrict or handicap his administrative responsibilities.

6. His performance of the teaching or other faculty assignments shall be evaluated using the same criteria as those applied to part-time faculty.

7. He shall not teach or perform other faculty assignments during hours normally devoted to his administrative responsibilities.

8. He shall be paid according to the current part-time salary schedule.

9. The administrator shall be liable to the Federation for an amount equal to the appropriate Federation dues or service fees, such an amount to be deducted in the same manner as for a part-time faculty.

ARTICLE XXV

CONTRACT STATUS

A. FULL-TIME CONTRACTS

1. General Provisions

   a. All instructors employed by the College for fifteen (15) contact hours or more per week shall be issued full-time contracts. All other faculty members employed by the College for twenty-eight (28) hours or more per week shall be issued full-time contracts. Scheduling errors which result in assigning a part-time faculty member to hours in excess of the prescribed limits shall be corrected as soon as possible and shall not result in issuing him a full-time contract.

   b. All contracts issued to full-time faculty members shall fall under one of the following designations: temporary, probationary, or continuing.

   c. All full-time faculty members shall be apprised of their contract status when their employment commences or is renewed.

2. Temporary Full-Time Contract Status

   a. A temporary full-time contract may be issued to fill full-time positions which are known to be temporary at the time of issuance. Temporary full-time contracts shall be issued only for special programs and for replacements for full-time faculty members who are on leave, who have been terminated, or who have resigned or otherwise left the College without completing their contracts.

   b. A temporary full-time contract may be issued for a period up to but not to exceed twelve (12) months. A faculty member employed under temporary full-time contract status may be hired into another temporary position. If a full-time faculty member who has been employed by the College for at least twenty (20) instructional months under temporary full-time contract status is rehired, except as a replacement for a full-time faculty member who is on leave, who has been terminated or who has resigned or otherwise left the College without completing his contract, he shall be offered a continuing contract.

   c. A faculty member employed under temporary full-time contract status who fails to have his contract renewed shall not have recourse to the grievance procedure because of that failure.

3. Probationary Full-Time Contract Status

   a. The probationary period for new full-time faculty members shall consist of two (2) full-time contracts. No full-time faculty member shall be required to serve more than one (1) probationary period at Wayne County Community College

   b. A probationary full-time contract shall be issued to all new full-time faculty members, excluding those under temporary contract status. This contract shall be renewed for a second probationary full-time contract unless a notice of non-renewal, which shall include specific reasons for non-renewal, is sent by certified or registered mail to the probationary faculty member by his Divisional Head on or before April 1st.

   c. A second-year probationary full-time faculty member shall be granted continuing contract status unless a notice of non-renewal, which shall include specific reasons for non-renewal, is sent by certified or registered mail to the faculty member by his Divisional Head on or before March 31st.

   d. In both first-year and second-year probationary full-time situations, prior to the formal notice of non-renewal, the appropriate Regional Core Academic Administrator, director, or other administrator shall have sent by certified or registered mail at least one (1) written and dated notice to the probationary faculty member stating in specific and detailed terms the nature of any alleged substandard conduct and/or work of the faculty member along with concrete suggestions for improvement when applicable. A copy of this notice shall be placed in the faculty member's personnel file, and the provisions of this Agreement covering personnel files shall obtain.

   e. If the Regional Core Academic Administrator, or other administrator fails to comply with the above provisions and refuses to renew the contract of a probationary full-time faculty member, that faculty member shall have recourse to the grievance procedures. If the Regional Core Academic Administrator, director, or other administrator complies with the above provisions and refuses to renew the contract of a probationary full-time faculty member, that faculty member shall not have recourse to the grievance procedure.

4. Continuing Full-Time Contract Status

   a. A continuing full-time contract shall be issued to each full-time faculty member upon the satisfactory completion of two (2) probationary full-time contracts.

b. A continuing full-time contract shall guarantee that the services of the faculty member shall be terminated only as provided for by Article VII, Federation Security; Article XXVI, Reduction of Staff; and Article XXVII, Termination.

B. PART-TIME CONTRACTS

1. General Provisions

a. Except as provided for in Article XIX, Release Time, all instructors employed by the College for twelve (12) contact hours or less per week shall be issued part-time contracts. All other faculty members employed by the College for Twenty-four (24) hours or less per week shall be issued part-time contracts.

b. All contracts issued to part-time faculty members shall fall under either of the following designations; temporary or regular.

c. All part-time faculty members shall be apprised of their contract status when their employment commences or is renewed.

d. During the nine (9) week Spring Semester part time instructors may teach a maximum of fifteen (15) contact hours per week.

e. No part time faculty member shall select or be assigned more than twelve (12) contact hours for the Fall or Winter Semesters nor more than fifteen (15) contact hours for the Spring Semester without the mutual agreement of the Employer and the Federation.

2. Temporary Part-Time Contract Status

a. A temporary part-time contract may be issued to fill part-time positions which are known to be temporary at the time of issuance. Temporary part-time contracts shall be issued only to the following part-time faculty members: all substitutes working eight (8) consecutive weeks or more on the same assignment (all substitutes shall be considered temporary part-time faculty members, but those working less than eight (8) consecutive weeks on the same assignment shall not be tendered contracts); faculty members in special programs; replacements for faculty members who are on leave, who have been terminated, or who have resigned or otherwise left the College without completing their contracts.

b. Temporary part-time contracts may be issued for a period up to but not to exceed twelve (12) months.

c. A faculty member employed under temporary part-time contract status shall be paid in accordance with Article XXVIII, Salary Schedules.

d. A faculty member employed under temporary part-time contract status who fails to have his contract renewed shall not have recourse to the grievance procedure because of that failure.

3. Regular Part-Time Contract Status

   a. A regular part-time contract shall be issued to each part-time faculty member, excluding those under temporary part-time contract status. This contract shall be renewed under the provisions covered by Article XV, Assignments.

   b. Instructors assigned to classes which are cancelled for any reason shall not have recourse to the grievance procedure because of that cancellation.

ARTICLE XXVI

REDUCTION OF STAFF

A. The Employer shall not employ part-time employees when such employment effects a decrease in the number of full-time employees in the Bargaining Unit.

B. When a full-time faculty member cannot be assigned a full load in any semester because of insufficient enrollment or cancelled classes, he shall have the following options for the purpose of fulfilling his full-time contract.

   1. He shall have priority in any assignment for which he is qualified within his own department over any part-time or overload contractual assignee.

      a. Faculty members shall first bump any part time instructor from a class assignment which does not conflict with the faculty member's own schedule.

      b. After all part time instructor's have been bumped, faculty members shall bump other full time faculty from their overload assignments.

      c. After all overload assignments have been bumped, faculty members shall bump other full time faculty members with less bargaining unit seniority.

   2. He shall be given an assignment for which he is qualified in another department after the regular full-time faculty members in that department have been assigned a full load, provided that the Vice President for Academic Affairs approved of his working in the department consistent with Article XXIII, Section B. Such approval shall not be withheld arbitrarily nor capriciously. The same bumping priorities as detailed in Section B(1) of this article shall be observed by faculty members selecting classes under this provision.

C. After the above procedures have been exhausted, the Board may cause faculty members to be laid off without pay, provided that no layoff shall occur until after the end of the academic year. Full-time faculty members shall be laid off in inverse order of their length of service in the discipline at the College.

   1. When full-time faculty members are recalled, they shall be recalled in inverse order of their placement on layoff. Such re-employment shall not result in loss of status or credit for previous years service.

2. Notice of recall shall be sent to the laid off employee at his last address of record by registered or certified mail.

3. No new appointment shall be made while there is an available employee laid off who is qualified to fill the vacancy unless such employee fails to advise the Employer in writing of his acceptance of employment within fifteen (15) calendar days from the date of notification by the Employer of the available position.

ARTICLE XXVII

TERMINATION

A. Except as provided for in Article VII, Federation Security; Article XXVI, Reduction of Staff; and Article XXV, Contract Status, a faculty member shall be subject to termination during the term of his contract only for adequate cause.

B. TERMINATION PROCEDURE

The following procedure shall be adhered to whenever a faculty member is terminated during the term of his contract:

1. The faculty member's appropriate administrator or director shall initiate a termination recommendation. The recommendation shall be in writing and shall set forth the reasons for the termination. The recommendation shall be reviewed by the faculty member's Regional Core Director. If the Regional Core Director concurs in the recommendation, he shall forward the recommendation to his Divisional Head. If the Divisional Head concurs in the recommendation, he shall forward the recommendation with his approval to the President of the College.

2. The President of the College shall review the recommendation. If he concurs in the recommendation, he shall authorize the Divisional Head to inform the faculty member by letter of the termination recommendation. The letter shall be given to the faculty member in person or sent to him by certified or registered mail. At the same time a copy of the letter shall be sent to the President of the Federation, and a copy placed in the faculty member's personnel file.

3. In the same letter, the Divisional Head shall inform the faculty member that within five (5) working days of the receipt of the letter, the faculty member may request a termination hearing. If the faculty member requests the hearing within the time period, the hearing shall be convened within five (5) working days of the request. Either party shall be allowed to bring witnesses to the hearing, and the faculty member may be represented by the Federation. Either party may be represented by legal counsel. The President of the College or his designee shall act as Chairperson of the hearing.

4. Within forty-eight (48) hours of the hearing, the President or his designee shall recommend either termination or reinstatement. If termination is recommended, such recommendation shall be forwarded to the Board of Trustees.

5. If the faculty member does not request a termination hearing within five (5) working days of the receipt of the letter from his Divisional Head, the President of the College shall forward his recommendation for termination to the Board of Trustees.

6. The Board shall review the recommendation for termination and shall rule on the recommendation at its next public meeting.

7. If the Board upholds the termination recommendation, the faculty member shall be terminated. The Board shall send a letter informing the faculty member of its decision. At the same time a copy of this letter shall be sent to the President of the Federation, and a copy shall be placed in the faculty member's personnel file.

C. A faculty member who is terminated during the term of his contract shall have recourse to the grievance procedure.

D. No full time bargaining unit member shall be disciplined solely on the basis of an evaluation by another bargaining unit member.

ARTICLE XXVIII

SALARY SCHEDULE

A. FULL-TIME SALARY SCHEDULE

The salaries of full-time faculty members covered by this Agreement shall be as follows:

1984-85

Contract Step	Years of Experience	Bachelor Degree	Master's Degree	Master's Plus 30 Sem.Hours	Doctorate
1	0	$ 12,430	$ 13,430	$ 14,362	$ 15,297
2	1	13,626	14,626	15,462	16,518
3	2	14,706	15,706	16,559	17,740
4	3	16,017	17,017	17,658	18,964
5	4	20,968	21,968	23,533	25,702
6	5	23,275	24,305	26,805	29,716
7	6	23,850	24,880	28,198	31,674
8	7	24,427	25,457	29,588	33,630
9	8	25,003	26,033	30,978	35,590
10	9	26,497	27,527	32,370	37,550
11	10	28,615	29,728	34,964	40,553

1985-86

Contract Step	Years of Experience	Bachelor Degree	Master's Degree	Master's Plus 30 Sem.Hours	Doctorate
1	0	$ 12,430	$ 13,430	$ 14,362	$ 15,297
2	1	13,626	14,626	15,462	16,518
3	2	14,706	15,706	16,559	17,740
4	3	16,017	17,017	17,658	18,964
5	4	20,968	21,968	23,533	25,702
6	5	23,973	25,034	27,609	30,607
7	6	24,565	25,626	29,044	32,624
8	7	25,160	26,221	30,475	34,638
9	8	25,753	26,814	31,908	36,657
10	9	27,292	28,353	33,341	38,676
11	10	29,473	30,620	36,013	41,770

1986-87

Contract Step	Years of Experience	Bachelor Degree	Master's Degree	Master's Plus 30Sem.Hours	Doctorate
1	0	$ 12,430	$ 13,430	$ 14,362	$ 15,297
2	1	13,626	14,626	15,462	16,518
3	2	14,706	15,706	16,559	17,740
4	3	16,017	17,017	17,658	18,964
5	4	20,968	21,968	23,533	25,702
6	5	25,891	27,037	29,818	33,056
7	6	26,530	27,676	31,368	35,234
8	7	27,173	28,319	32,913	37,409
9	8	27,814	28,959	34,460	39,590
10	9	29,475	30,621	36,008	41,770
11	10	31,831	33,070	38,894	45,112

B. FULL-TIME, PART-TIME, AND OVERLOAD SALARY SCHEDULE PRINCIPLES

1. Experience

a. Non Vocational Technical Faculty

Years of experience shall mean years of full-time secondary or higher level teaching, counseling, or librarian experience. Directly related work experience shall be evaluated individually by the appropriate Academic or Student Services Administrator or director and subject to the written approval of the appropriate divisional head. Years of experience shall be credited at the rate of one (1) year of teaching, counseling, or librarian experience for every two (2) years of acceptable related work experience.

b. Vocational Technical Faculty

Years of experience shall mean years of full-time secondary or higher level teaching experience. Directly related work experience and/or directly related supervisory experience shall mean years of full-time experience acquired after the time the degree equivalents (see B(2) below) were completed. Directly related work experience and/or directly related supervisory experience shall be evaluated individually by the appropriate Academic Administrator and subject to the written approval of the Vice President for Academic Affairs. Years of experience shall be credited at the rate of one (1) year of teaching experience for every two (2) years of acceptable directly related work experience and/or directly related supervisory experience.

2. Degrees and Degree Equivalents

a. Documentation and Relatedness

1. All transcripts verifying an educational obtainment must be remitted directly from the granting institution to the College Personnel office. Only education obtainments verified by granting institutions accredited by the appropriate Regional Accrediting Agency shall be recognized by the Employer for purposes of initial salary placement or salary advancement. All other educational obtainments shall be recognized only after the written approval of the appropriate division head has been received by the College Personnel office.

2. Only educational obtainments related to the discipline taught shall be considered for initial salary schedule placement.

b. Faculty members who hold a Bachelor's Degree as their highest earned degree, who have earned forty-five (45) semester hours or more of related graduate credit in addition to that degree, shall be credited for salary purposes as being on the Master's Degree Schedule.

c. Semester hours in the Master's Plus 30 Semester Hours Schedule shall mean semester hours of completed graduate course work in excess of and subsequent to those hours earned for the Master's Degree.

d. For purposes of these provisions, one and one-half (1-1/2) quarter hours shall be equal to one (1) semester hour.

e. Holders of two-year master's degrees of 50 semester hours or more of earned graduate credit and holders of three-year graduate professional degrees of 80 semester hours or more of earned graduate credit shall be credited for salary purposes as being on the Master's Plus 30 Semester Hour schedule. Holders of three-year graduate professional degrees of 80 semester hours or more of earned graduate credit who also hold master's degree shall be credited for salary purposes as being on the Doctorate schedule. Full time faculty members who are holders of three year graduate professional degees of 80 semester hours or more of earned graduate credit and who also are licensed to practice law or are licensed as a registered architect shall be credited for salary purposes as being on the Doctorate schedule. It is understood expressly that two-year graduate degrees which total less than the number of graduate hours prescribed above shall not fulfill the requirements for advanced salary payment under this provision. Upon the recommendation of the Vice President for Academic Affairs, holders of master's degree and professional certification such as registered architect or certified public accountant shall be credited for salary purposes as being on the Master's Plus 30 Semester Hours Schedule.

f. Persons meeting the requirements for an Annual Vocational Authorization as established by the Michigan Department of Education and who have at least seven (7) years recent full-time experience in a directly related trade or occupation shall, upon certification of same, be deemed to have acquired a Master's degree.

g. Persons meeting the requirements of a Secondary Provisional Certificate with a Vocational Endorsement and who have at least five (5) years recent full-time experience in a directly related trade or occupation shall on certification of same, be deemed to have acquired a Master's degree.

h. Persons who have met the requirements of either section (f) or (g) and who have completed the equivalent of an additional 30 semester hours of directly related training as approved by the Vice President for Academic Affairs and the Director of Labor Relations and who have at least 3 years full-time teaching experience shall upon certification of same, be deemed to have advanced to the Master's degree plus thirty hours schedule (see B(2)(e) above).

i. Persons who have met the requirements of section (h), and who have completed the equivalent of an additional 80 semester hours of directly related training as approved by the Vice President for Academic Affairs and the Director of Labor Relations, and who have at least an additional 4 years full-time teaching experience shall, on certification of same, be deemed to have advanced to the Doctorate degree schedule.

3. In order for a faculty member to apply graduate hours to a salary scale in excess of the Master's Degree scale, such graduate hours shall have been earned by the faculty member; graduate hours waived by an institution or credited from undergraduate studies or work experience shall not be applicable in these instances.

4. All new hires to Wayne County Community College shall be evaluated for placement in the Salary Schedule as full-time faculty according to the principles of this Agreement, provided that no such person shall initially be placed higher than the sixth (6th) contract step. For the purpose of this section, all persons previously holding positions as part-time employees at Wayne County Community College shall be deemed new hires to the College.

5. Any salary adjustment brought about by the settlement of this Agreement shall be retroactive only to the beginning of the academic year; adjustments shall be expressly precluded from being retroactive before that date.

C. FULL-TIME OVERLOAD SALARY SCHEDULE

1. Any contact hours in excess of thirty (30) taught in the Fall, Winter, and Spring Semesters shall be paid at regular rates.

2. Any full-time faculty member shall be paid per contact hour of overload assignment for each semesters of the academic year as follows:

Full-Time Overload
Hourly Rate Schedule

All Years/All Semesters

Contract Step	Years of Experience	Bachelor Degree	Master's Degree	Master's Plus 30 Sem.Hours	Doctorate
1	0	$ 23.28	$ 24.31	$ 26.81	$ 29.72
2	1	23.28	24.31	26.81	29.72
3	2	23.28	24.31	26.81	29.72
4	3	23.28	24.31	26.81	29.72
5	4	23.28	24.31	26.81	29.72
6	5	23.28	24.31	26.81	29.72
7	6	23.85	24.88	28.20	31.67
8	7	24.43	25.46	29.59	33.63
9	8	25.00	26.03	30.98	35.59
10	9	26.50	27.53	32.37	37.55
11	10	28.62	29.73	34.96	40.55

3. A full-time faculty member who has an overload assignment in the Occupational Therapy Assisting Program, the Medical Lab Technician Program, the Medical Records Technician Program, or the Aviation Mechanics Program and who holds certification, registration, or professional license in the program, in which he is a faculty member, shall be paid the higher of the following:

   a. According to the above Full-Time Overload Hourly Rate Schedule.

   b. According to the following scale: with less than a Master's Degree, the Master's Degree Schedule; with a Master's Degree, the Master's Plus 30 Semester Hours Schedule; with a Master's Plus 30 Semester Hours, the Doctorate Schedule.

D. PART-TIME SALARY SCHEDULE

1. A part-time faculty member shall be paid for each contact hour worked of each part-time assignment for each semester of the academic year at the rate to which he is entitled by his academic credentials as follows:

Part-Time
Hourly Rate Schedule

All Semesters

Academic Year	Bachelor Degree	Master's Degree	Master's Plus 30 Sem.Hours	Doctorate
1984-85	$ 25.14	$ 26.22	$ 29.72	$ 33.36
1985-86	25.89	27.01	30.61	34.36
1986-87	27.96	29.17	33.06	37.11

2. A part-time faculty member who has a part-time assignment in the Occupational Therapy Assisting Program, the Medical Records Technician Program, or the Aviation Mechanics Program, and who holds certification, registration, or professional license in the program in which he is a faculty member shall be paid the higher of the following:

    a. According to the above Part-Time Schedule.

    b. According to the following scale: with less than a Master's Degree, the Master's Degree Schedule; with a Master's Degree, the Master's Plus 30 Semester Hours Schedule; with a Master's Plus 30 Semester Hours, the Doctorate Schedule.

3. A part-time faculty member who replaces a full-time faculty member for a total of fifteen (15) contact hours or more per week for eight (8) consecutive weeks shall be paid retroactively pursuant to the full-time salary schedule but shall not otherwise acquire the rights of a full-time faculty member.

E. SUBSTITUTE SALARY SCHEDULE

The Employer shall pay the substitute a flat rate of $15.00 per contact hour, provided the substitute is or has been employed by the College in a faculty or administrative capacity and has his credentials on file in the Personnel Office at the time of the substitution. All other substitutes shall be paid a flat rate of $12.00 per contact hour.

F. SALARY SCHEDULE ADVANCEMENTS

1. A salary schedule advancement for full-time or part-time faculty members following completion of additional education requirements academically related to the faculty member's assignment, or for initial salary placement purposes, shall be effective the first day of work following the receipt by the Personnel Office of the necessary credentials; i.e., official transcripts, remitted by the educational institution, verifying the education advancement and/or obtainment.

2. For the purpose of this agreement a degree is related if it is commonly or frequently connected with the discipline being taught.

G. PAY FOR CANCELLED CLASSES

When a faculty member meets a part-time or overload assignment at the beginning of a semester and the class to which he is assigned is cancelled, he shall be paid for the time he has met the class, provided he attends the class and teaches the subject matter as though the class would continue. The employer shall not pay the faculty member for the remainder of the semester hours in such a cancelled class.

H. WAGE-PRICE FREEZE

All salaries and other economic benefits shall be subject to applicable laws and regulations of the Federal and State governments.

I. Full time faculty members unable to complete contact assignment shall be paid a pro rated share of his annual salary equal to the percentage of the contract assignment completed.

ARTICLE XXIX

FRINGE BENEFITS

A. INSURANCE

With the exception of Worker's Compensation, only full-time employees in the Bargaining Unit shall be granted coverage by the following insurance programs. Insurance coverage for regular, full-time employees shall extend for the duration of their employment during the life of the Agreement. Insurance coverage for temporary, full-time employees shall extend only through the duration of their contracts. Commencement and duration of coverage and amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulations of the carrier.

1. Group Life Insurance

The Employer agrees to pay the necessary premiums to provide a group term life insurance policy with an accidental death rider of equal amount for each full-time employee in an amount equal to twice the employee's annual salary to the nearest multiple of $1,000.00 not to exceed a maximum of $75,000.00.

2. Short-Term Disability Insurance

The Employer agrees to pay the necessary premiums to provide a short-term sickness and accident disability policy for each full-time employee providing for twenty-six (26) weeks disability pay at two-thirds (2/3rd) of weekly salary to a maximum of $250.00 per week. Beginning July 1, 1986 the waiting period shall be increased to thirty (30) days.

3. Long-Term Disability Insurance

The Employer agrees to pay the necessary premiums to provide Long-Term Disability Insurance in the amount of sixty-five percent (65%) of the faculty member's basic contract salary not to exceed $1,200.00 per month. Disability benefits shall commence the twenty-ninth (29th) week of total disability and continue for the period of total disability or to age sixty-five (65) whichever occurs first. During the time of total disability there shall be excluded from the non- duplication offset any Social Security Benefits in excess of those in effect at the time of disability.

4. Medical Insurance

   a. The Employer agrees to pay the necessary premiums to provide at the employee's option either the Health Alliance Plan or the Blue

Cross/Blue Shield Plan (MVF-2 with Master Medical Option IV and Non-Deductible Prescription Drug Rider) or a comparable plan for each full-time employee, his spouse, and his dependent children. The Employer shall also pay the necessary premiums for the F.A.E. Rider for each full-time employee.

b. The Employer agrees to make available the Medical Insurance provided in 4(a) above to all retired faculty between the ages of fifty-five (55) and sixty-five (65) year of age who at the time of their retirement are/were full-time faculty and have completed five (5) or more years of service to the College provided that the retiree shall agree in writing to pay the premiums for said medical insurance for a period of not less than twelve (12) consecutive months.

It is further agreed that the retiree shall make all premiums payments at the group rates in effect when the payment is due and no later than the payment due date as established from time to time by the College. All payments for premiums shall be due and payable at the College Personnel Office on the payment date.

It is mutually agreed and understood by the Employer and the Federation that failure to receive payments when due shall result in a loss of medical insurance coverage by the retiree.

It is agreed by the Federation that no dispute arising under this Section (Article XXIX, Fringe Benefits, Section A(4)(b) shall be subject to the grievance procedure provisions.

5. Dental Insurance

The Employer agrees to pay the necessary premiums to provide each full-time employee, his spouse, and his dependent children with the Delta Dental Plan or a comparable plan. The dental plan provides, in most cases, payment of ninety percent (90%) of the cost for dental care (90/90/50) up to a maximum of $800.00 in one year for each full-time employee, his spouse, and dependent children.

6. Optical Insurance

The Employer agrees to pay the necessary premiums to provide each full-time employee, his spouse, and dependent children, with the Basic Plan of Cooperative Services, Inc., or a comparable plan provided said plan does not exceed $43.00 per annum per employee.

7. Worker's Compensation

Worker's Compensation Insurance shall be carried by the Employer as required by Michigan Worker's Compensation Act.

B. OTHER FRINGES

1. Tax Sheltered Annuity Program

The Employer shall make available to all full-time employees an approved tax shelter annuity program. The Employer shall provide no more than five (5) vendors to provide the tax sheltered annuity insurance. Each full-time employee shall notify the appropriate administrator of their designation of vendor.

2. Retirement Fund

The Employer shall assume the cost of each Bargaining Unit member's contribution to the Michigan Public Employees Retirement Fund as required by law.

3. Courses at the College

The Employer shall issue a tuition waiver for courses taken at the College by the employee, the employee's spouse, and dependents under the age of 21 living at home.

4. Unemployement Insurance

Unemployment Insurance shall be carried by the Employer as required by Michigan law.

ARTICLE XXX

LEAVES

A. LEAVES OF ABSENCE WITH PAY

1. Sick Leave

   a. Each full time faculty member shall be credited, at the beginning of each academic year with the following days of sick leave:

      (1). 72 contact hours for instructional faculty.

      (2). 14 days for non-instructional faculty.

   b. Sick Leave days shall be used only for the following purposes:

      (1) Faculty Member's Illness, Accident, or Hospitalization

         (a) Pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be considered temporary disabilities and shall be included specifically in this category.

         (b) Normally, the faculty member should arrange routine dental and medical appointments for those times when he does not have scheduled assignment. If such appointments are necessary during scheduled assignments, they should be charged to sick leave.

      (2) Emergency Situations

      Emergency situations shall be limited to the following: quarantine of the faculty member or his living quarters; court appearance where the faculty member's attendance is required by subpeona or summons; such days as may be required by the faculty member's religion for holy observance and abstention from work; death in the family or dealth of a close associate; care for a member of the faculty member's family when no other arrangements are possible; weather conditions that make it impossible for the faculty member to report to work.

      (3) Personal Business Leave

      Up to four (4) days may be stipulated as personal business leave days. Personal business leave is provided for personal business of a nonprofit nature that cannot be taken care of outside of working hours. Personal business leave days shall not be allowed immediately prior to or immediately following a scheduled holiday or vacation day except in special cases with the approval of the faculty member's appropriate Divisional Head.

c. A faculty member shall report any absence promptly and directly to the office of the appropriate facility administrator and designated Regional Core Academic Administrator and this report shall be made before the occurrence of the absence. The faculty member shall identify the reason for the absence, except in the case of personal business leave. A faculty member reporting an absence because of personal business shall have the option of identifying the reason for the absence.

d. If a faculty member is absent for five (5) consecutive working days without notifying his designated Regional Core Academic Administrator and the Director of Employee Relations, the faculty member shall be subject to appropriate disciplinary action leading up to and including discharge.

e. After seven (7) consecutive work days of sick leave, an employee shall furnish to the Employer a statement from his physician verifying that the employee is unable to work. Clarification of medical statements may be required by the Employer. An employee who remains on extended sick leave in excess of fifteen (15) work days may be asked by the Employer to have a medical examination by a physician stipulated by the Employer in cases where sufficient evidence of continued illness and/or clarification is not obtainable by other means. An employee returning after seven (7) or more consecutive work days of sick leave shall supply the Employer with a physician's statement attesting to the employee's ability to resume full-time employment.

f. The Employer is responsible for keeping the records of each faculty member's sick leave account up-to-date. Upon request and within a reasonable period of time, a faculty member shall be given a written notice of the number of sick leave days remaining in his account.

g. A faculty member shall not be able to use sick leave days before they are credited to his account.

h. A faculty member shall be allowed to accumulate unused sick leave time up to a maximum of seven hundred twenty (720) contact hours for instructors and up to one hundred twenty (120) days for all other faculty. The sick leave accumulated by each full-time faculty member prior to this Agreement shall be credited to his reserve under this Agreement.

i. A faculty member who leaves a position in the Bargaining Unit for another full-time position in the College shall be allowed to transfer his sick leave account to his new position.

j. A faculty member who leaves the service of the Employer permanently after five (5) full years of paid employment with the Employer shall be paid twenty-five percent (25%) of all unused sick leave time to a maximum of seven hundred twenty (720) contact hours for instructors and up to one hundred twenty (120) days for all other faculty.

k. If a faculty member is sick for fifteen (15) work days the faculty member must notify the Employee Relations department by the end of the fifteenth day as to whether they wish to begin receiving short term disability benefits as of their 16th day of absence, or whether they wish to designate when sick leave benefits shall terminate and when short term disability benefits shall begin. No other options shall be available to the faculty member. If the faculty member fails to notify the Employee Relations department by the end of the 15th day the employee shall begin receiving short term disability benefits as of their 16th day of absence.

Once the faculty member has notified the Director of Employee Relations as to their choice or failed to notify the Director as to their choice no changes may be made.

If a faculty member elects to exhaust their sick leave before receiving short term disability benefits the member's disability shall be deemed to have occurred on the 15th work day prior to the exhaustion of the member's sick leave. Only members who have more than 15 accrued sick leave days may avail themselves of this option.

2. Jury Duty Leave

Upon prior written request, a full-time faculty member called for jury duty shall be granted a leave of absence for the duration of that duty. The Employer shall be obligated only to pay an amount equal to the difference between the faculty member's salary as computed on a daily basis and the daily jury duty fee paid. In order to be eligible for compensation from the Employer noted above, each full-time faculty member shall indorse all compensation payments from jury duty and make same payable to the Employer.

3. Reservist Duty Leave

a. Annual Training Duty Leave

Upon prior written request, a full-time faculty member who is a member of the National Guard or organized Reserves of a United

States Military Service and who is ordered to active duty for an annual training shall be granted a leave of absence for the duration of that training period. The Employer shall be obligated only to pay an amount equal to the difference between the faculty member's salary as computed on a daily basis and the reservist's daily base stipend paid if that stipend is less than the faculty member's daily rate. The Employer shall be obligated only to pay the above difference for a maximum period of fourteen (14) calendar days.

b. Emergency Duty Leave

A full-time faculty member who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to emergency duty because of riot, flood, or other disaster shall be granted a leave of absence for the duration of that emergency duty. The Employer shall be obligated only to pay an amount equal to the difference between the faculty member's salary as computed on a daily basis and the reservist's daily base stipend if that stipend is less than the faculty member's daily rate. The Employer shall be obligated only to pay the above difference for a maximum period of thirty (30) calendar days.

4. Sabbatical Leave

Upon the recommendation of the President, the Board of Trustees will consider sabbatical leave applications from full-time instructors in accordance with the following specific provisions:

a. Instructors who have served the College for seven (7) years are eligible for a sabbatical leave.

b. At the option of the instructor, the sabbatical leave may be taken for a full year, or either the fall semester or the winter semester.

c. The salary for the sabbatical leave will be one-half (1/2) for a sabbatical leave for a full academic year.

d. Instructors who request a fall semester sabbatical leave will be paid at the full salary rate and be required to teach the winter semester.

e. For sabbatical leaves beginning the winter semester, the instructor will not be required to teach in the spring semester and will be paid at full salary rate.

f. No more than two (2) percent of the faculty shall be on sabbatical leave at the same time.

g. All such leaves will always be conditioned by departmental arrangements which will preclude any loss of efficiency in the department or any substantial deviation from the announced program of the College.

h. When possible, the College shall hire short-term replacements for instructors applying for sabbatical leaves if their assignments cannot be assumed by other members of the staff.

i. All such leaves shall be limited to purposes that clearly promise reciprocal advantage to the College through the enhancement of personal competence by study, research writing, or cognate pursuits.

j. An instructor who receives a sabbatical leave shall return to the College for a period of two (2) years or refund, on a prorated basis, the salary received during the leave period.

k. Experience credit on the salary schedule will continue to accrue while the full-time faculty member is on sabbatical leave.

l. All benefits provided under this Master Agreement shall be guaranteed to an instructor for the duration of the sabbatical leave.

m. Applications for sabbatical leaves must be submitted to the Director of Personnel and Labor Relations at least six (6) months before the leave. Notice of sabbatical approval or disapproval shall be given at least three (3) months prior to the leave.

B. LEAVES OF ABSENCE WITHOUT PAY

1. General Provisions

a. Leaves of absence without pay, except as provided for in the following provisions, shall be granted only to full-time faculty members.

b. All leaves of absence without pay shall be granted without loss of seniority. Contractual benefits or rights accumulated by a faculty member prior to the effective date of the leave shall be carried forward and credited to him upon his return. Upon his return from a leave of absence without pay, the faculty member shall be returned to the department or area from which he left. In the event of the elimination of the position while the faculty member was on leave, length of service in the department or area shall be the determining factor in filling assignments for which the faculty member is qualified.

c. Except as specifically provided for in any of the following provisions, no payments of any kind shall be made to or for a faculty member on any leave of absence without pay.

d. Except as specifically provided for in any of the following provisions, a faculty member shall not have his insurance benefits paid for him by the Employer for the duration of a leave of absence without pay. However, the Employer shall allow a faculty member on a leave of absence without pay to continue his insurance benefits through the Employer's insurance plan, provided the faculty member is responsible for all premium payments.

e. All requests for leaves of absence without pay shall be made in writing and shall be made initially with the faculty member's Regional Core Academic Administrator. They shall be subject to the approval of the faculty member's Regional Core Director and Divisional Head.

f. The Federation shall be kept apprised of all extended leaves of absence without pay for members of the Bargaining Unit.

g. Failure to return to employment upon termination of a leave of absence without pay shall constitute termination of employment.

h. Falsifying by a faculty member regarding the reasons for a leave of absence without pay shall be subject to appropriate disciplinary action leading up to and including discharge.

i. Faculty members on any leave without pay including but not limited to Federation business leave, extended military leave, parental leave, or other leaves without pay shall not be allowed to select or continue any clasas assignments as a part time instructor.

2. Federation Business Leave

A full-time faculty member when elected or appointed to an office in the Michigan Federation of Teachers or American Federation of Teachers and in regular discharge of the duties thereof shall be granted a leave of absence without pay for the period of his service. Leave of absence for a period of one (1) year or more shall be renewed yearly.

3. Extended Military Leave

A full-time faculty member who enlists in or is conscripted into the United States Military Service shall be granted a leave of absence without pay in conformance with conditions established by Federal and State Laws.

4. Parental Leave

A full-time faculty member who is an expectant mother shall be granted a leave of absence without pay under the following provisions:

a. The faculty member shall furnish a statement from her physician indicating to the Employer the length of time she may safely remain at her job before she should be granted a maternity leave. The Employer shall grant a maternity leave of absence to commence at the time indicated by the physician.

b. The faculty member shall notify, whenever possible, the administrator in charge of Personnel by written statement from her physician within six (6) weeks after pregnancy has definitely been determined. The physician's statement must specify the expected delivery date and must further specify the date upon which, in the physician's opinion, the faculty member can continue full-time employment in her position without 1) danger to the faculty member's health or that of the unborn child or 2) impairment in any way to the faculty member's ability to perform her duties.

c. The effective date of separation for maternity reasons shall be the date specified by the faculty member's physician as described in the above sub-section.

d. Within six (6) weeks after delivery of the child, the faculty member shall supply the administrator in charge of Personnel with a statement from her physician specifying the date when, so far as the health of the child is concerned and without respect to any aspect of care in feeding of the child, the faculty member is able to resume full-time employment in her position without danger to the faculty member's health and without impairment in any way the employee's ability to perform her duties.

e. The date of resumption of employment shall be the date specified by the faculty member's physician as described in the above Sub-section d.

f. The faculty member may apply sick leave days to a maternity leave for a period not to exceed six (6) weeks after the birth of the child. Sick leave shall not be used beyond the six week period except in those instances where the employee's physician certifies that the employee is unable to return to work.

g. The Employer reserves the right at its option and expense to have the faculty member examined by a physician designated by the Employer with respect to the report ending date of the leave as set forth in Sub-Section d above. The faculty member will make herself available for such examination and will cooperate in furnishing any necessary information in connection therewith. The Employer's designated physician will provide the Employer and the faculty member with a statement specifying the same information as that required by the faculty member's physician described in Sub-Section d above. In the event of conflict between the statements of the two physicians, a third physician shall be selected by the two physicians and his diagnosis shall be controlling.

h. A faculty member who fails to return to work at the termination of the maternity leave or any extension that may have been granted thereof, shall be subject to appropriate disciplinary action leading up to and including discharge.

i. Hospitalization coverage shall be paid by the Employer for one-hundred eighty (180) days beginning the first day of leave.

j. A full-time faculty member adopting an infant child; i.e., one year of age or less, shall be granted up to one (1) year leave of absence without pay to commence upon receiving de-facto custody of said infant child or prior to receiving such custody. If necessary, in order to fulfill the requirements for adoption, the faculty member shall make such request in writing to the administrator in charge of Personnel and except in case of emergency shall give at least sixty (60) days prior notice.

k. A full-time male faculty member shall be granted up to one (1) year's leave of absence without pay upon written request of the administrator in charge of Personnel provided such request is made within sixty (60) days of the birth of the child to his spouse.

5. Medical Examination

Should the Board or its agents have reason to suspect that a faculty member is being rendered incompetent by physical and/or emotional disability, the Board may demand that said faculty member submit to a physical and/or psychiatric examination. The Board may designate an examiner who must be a licensed physician or psychiatrist and the Board will assume the cost of the examination. The faculty member at his expense may select an additional examiner. In the event the examiner differs on final diagnosis, the parties shall appoint a third physician selected by the first two physicians whose diagnosis shall be binding on the parties. The parties shall split the cost of this final examination. All examination reports shall be confidential and none shall be placed in the personnel file of the emplyee until final determination of the faculty member's condition.

6. Terminal Illness Clause

In the event a full-time faculty member is adjudged to be terminally ill by his personal physician and such opinion is concurred by the Employer's physician, the Employer shall continue to pay all premiums for the below listed fringe benefits for a period not to exceed eighteen (18) months:

a. Medical Insurance

b. Dental Insurance

c. Optical Insurance

d. Life Insurance

7. Other Leaves of Absence Without Pay

The Employer may grant other leaves of absence without pay if such leaves are recommended by the employee's Regional Core Academic Administrator and approved by the employee's Divisional Head and the Director of Labor Relations. A leave granted under this provision to one employee shall in no way set a precedent for other requests.

ARTICLE XXXI

COST-OF-LIVING ALLOWANCE

A. The Employer and the Federation agree that full-time and part-time employees in the Bargaining Unit shall be covered by the provisions of a cost-of-living allowance.

1. The cost-of-living allowance normally is based on the Consumers Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics, United States Department of Labor (1967 equals 100), referred to as the BLS Consumers Price Index.

2. The Employer and the Federation agree that for each academic year the maximum amount payable under this article to any full-time employee shall be $1,600 and this amount shall be paid by separate check without reliance upon the Index. The first prorated payment shall be made to each full-time employee on active payroll as of December 1 of each academic year. Said payment shall be made with the second pay period in December of each academic year. The second prorated payment shall be made to each full time employee on active payroll as of April 1 of each academic year. Said payment shall be made with the second pay period in April of each Academic year. Temporary full-time faculty members working less than two (2) semesters with the academic year shall be paid a prorated portion of the appropriate amount listed above.

3. The Employer and the Federation agree that each part-time faculty member shall be paid $700 each academic year on or before the end of each semester in each semester in which he works according to the following formula:

$$\frac{\text{Contract Hours}}{30} \text{ X Maximum academic year allowance}$$

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ARTICLE XXXII

SENIORITY

A. DEFINITION (FULL - AND PART-TIME)

1. College Seniority: All accrued credit from the initial date of hire at the College to the date in question.
2. Bargaining Unit Seniority: All accrued credit from the initial date of entry into the bargaining unit.
3. Department Seniority: All accrued credit from the initial date of entry and/or transfer into a specific department to the date in question.
4. Part-Time Seniority: Seniority for part-time faculty shall be accumulated by contact hours of teaching within the College.

B. Accumulation of Seniority Credits.

1. Full time Instructors shall earn seniority credits in conformity with the chart listed in Appendix K. Full credit shall be awarded in any Fall or Winter semester in which the faculty member teaches 8 or more complete weeks.
2. Full time counselors shall earn one (1) seniority credit for working 27 or more complete weeks of their regular contractual obligation. One-half (1/2) seniority credit shall be earned for working 9 to 26 complete weeks of their regular contractual obligation.
3. Full time Librarians shall earn (1) seniority credit for working 29 or more complete weeks of their regular contractual obligation. One-half (1/2) seniority credit shall be earned for working 10 to 28 complete weeks of their regular contractual obligation.
4. No seniority for full time faculty shall accrue prior to September 30, 1970.

C. In those cases where College departments or discipline groupings merge with or are absorbed by another College department, all faculty members involved in said merger and/or absorption shall be able to take their departmental or discipline grouping seniority into their newly assigned area of responsibility.

D. The Employer shall publish a College and divisional seniority list at least thirty (30) days prior to the first day of classes for the winter semester and thirty

(30) days prior to the first day of classes in subsequent semesters. Copies of seniority lists shall be forwarded to the Federation on the same day seniority lists are published.

E. Administrators employed by the College who are absorbed or merged into a department shall not be permitted to assume teaching assignments which result in the layoff or reduction in hours of FULL-TIME employment of any member of the bargaining unit.

F. Any full time bargaining unit member who resigns or retires from the College shall be afforded fifteen (15) contact hours of part-time seniority for each year of full time service with the College.

ARTICLE XXXIII

MERGER AND ABSORPTION

A. In the event Wayne County Community College should merge with or absorb the operation of any other educational institution, no faculty member employed by the College prior to the implementation date of said merger and/or absorption shall be laid off as a consequence of said merger or absorption. Any new faculty member added to the instructional staff of the college as a result of said merger and/or absorption shall be credited with no more college or divisional seniority than they could have acquired as a member of the Wayne County Community College faculty.

   1. Faculty pay shall be as outlined in Article XXVIII, Section A-1.

   2. The two year probationary period shall be waived and all employees hired under the conditions cited above shall be granted a continuing contract.

ARTICLE XXXIV

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except where modified by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXXV

FACULTY RESPONSIBILITIES

A. Each faculty member shall keep well informed with particular attention to the latest developments in his subject area and teaching technology. Each faculty member shall teach his assigned courses and develop course content and appropriate instructional materials for the courses he teaches. Each faculty member shall prepare a plan of work which outlines the implementation of the course syllabus for each course taught which shall include when applicable course objectives, field trips, audio-visual materials, supplemental readings, and the method used for grade determination. Each plan of work as noted above shall be filed with the faculty member's appropriate academic administrator for review no later than two weeks before the beginning of classes. Faculty members may submit, subject to the approval of the appropriate academic administrator, amendments to the course syllabus.

B. Vocational Education faculty members shall acquire and/or prepare and use performance objectives at or above minimum standards designated by the Michigan State Department of Education. Vocational Education faculty members shall be expected to serve as resource persons to their respective advisory committee(s).

C. Faculty members shall participate in their respective department discipline, Regional and College faculty meetings provided these meetings do not conflict with their scheduled assignments. To assure adequate planning and preparation for such departmental meetings they shall be announced consistent with Article XVIII Section C.

D. Full time faculty members shall maintain and post designated student conference hours at the faculty member's assigned Regional Campus per Article XVIII, Section B, entitled Faculty Load. A copy of the posting shall also be filed with the regional academic administrator not later than the end of the first week of classes each semester.

E. Each full time instructor shall be assigned seventy five (75) active students for academic assisting activities from among students admitted to an instructional program within the faculty member's academic cluster.

  1. Academic assisting clusters are listed in Appendix G of this Agreement.

  2. All students assigned to an instructor for assistance purposes shall be notified of the faculty advisor's name, office location and posted

conference hours by the College. In addition each student so assigned shall be scheduled for any assisting session only during the full time instructor's posted conference hours.

3. Full time instructors in cluster groups I,II,III and IV shall be responsible for reviewing each student's approved plan of work, progress toward program completion, suggestions for alternative coursework when necessary and review of and assistance with the completion of registration forms.

4. Full time instructors in groups V and VI shall be responsible for providing study assistance to students referred by the appropriate Student Services administrator and for review of and assistance with completion of registration forms.

5. Each faculty member shall be responsible for maintaining an ongoing familiarity with services provided by the Student Services Division. Faculty members shall make referrals to departments such as Counseling, Financial Aid, Student Activities and Student Records when appropriate.

F. To assure adequate representation on all committees and pursuant to procedures outlined in Article XXII faculty members shall serve as members of the following committee(s): Standing Committee, North Central Committees, Ad Hoc Committees, Advisory Committees, and Student Review. The Federation shall assure adequate faculty representation on the above committees. Failure by the Federation to comply within fifteen (15) days of the request for faculty representation by the administration shall result in appointment by the appropriate academic administrator. No faculty member shall be obligated to serve on more than one committee each semester.

G. Each faculty member is encouraged to volunteer his services as a speaker or to serve as a resource person for the College.

H. Each faculty member is responsible for communicating to their appropriate administrator the instructional need(s) of the individual class to assure the proper quality of instruction and smooth operation of the discipline within the College. In addition to the above each faculty member shall fulfill such responsibilities as filing accurate grade reports, book orders, and equipment orders with the appropriate administrator.

I. Each faculty member shall requisition, set up, and operate audio-visual equipment necessary for class instruction.

J. Full time faculty members shall be assigned and required to attend graduation exercises. In order to implement this provision the Federation shall submit a written list of not less than sixty (60) full time faculty members who shall attend graduation exercises. This list shall be submitted to the Director of Employee Relations not later than March 1 of each year. Full time faculty shall be assigned to participate in graduation exercises from the Federation list submitted in conformity with this provision.

K. Full time faculty members shall not teach more than nine (9) contact hours in any one day except for very unusual situations and then only by mutual agreement and subject to the written approval of the appropriate divisional head.

L. For each class meeting, faculty members shall maintain accurate class records, record attendance of students, and maintain the records of attendance on forms provided by the Employer.

M. Each full-time and part-time faculty member shall remit a signed faculty contract to the Personnel office no later than fourteen (14) calendar days after the receipt of said contract.

N. Each full time faculty member is encouraged to attend a professional meeting or conference in their area of expertise each year. Sufficient documentation and a summary report will be placed in each faculty member's personnel file.

O. Full time faculty members shall participate in the development revision and writing or rewriting of course syllabi for each course offering in their respective cluster areas as listed in Appendix G.

P. Failure of part time faculty to submit their grades by the deadline specified in Appendix A shall result in removal from the seniority list. Failure of full time faculty to submit their grades by the deadline specified in Appendix A shall result in a suspension of the right to select overload assignments for two academic semesters.

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR

General Provisions.

1. These calendars are conditioned by the state funding requirements for full semester funding and are subject to renegotiation if the funding requirements change with the agreed object of renegotiation being to develop a calendar which will result in full semester funding.

2. In each Fall semester the appropriate academic administrator for the Region will approve by their signature, make up plans, which are to be submitted by each faculty member whose class(es) would otherwise normally meet on the days that are missed due to Holidays or Professional Development Days.

3. Faculty members whose classes meet for the last session on Saturday or Sunday may submit grades for those classes not later than the calendar Monday next following their last day of class or on the All Grades Due date, whichever is later.

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1984-85

FALL SEMESTER 1984

First Day of Class: Thursday, August 30, 1984

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Classes Begin	Sept 10	Sept 4	Sept 5	Aug 30	Aug 31	Sept 1	Sept 2
No Classes**		Nov 13 Professional Development Days Full and Part-Time Faculty		Nov 22 Thanksgiving	Nov 23 Day After Thanksgiving	Nov 24 Sat After Thanksgiving	Nov 25 Sun After Thanksgiving
Classes End	Dec 17	Dec 18	Dec 12	Dec 13	Dec 14	Dec 15	Dec 16

Last Day of Class: Tuesday, December 18, 1984.

All Grades Due Not Later Than December 19, 1984.

No makeup classes required because of this semester calendar.

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1984-85

WINTER SEMESTER 1985

First Day of Class: Wednesday, January 9, 1985.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Classes Begin	Jan 21	Jan 15	Jan 9	Jan 10	Jan 11	Jan 12	Jan 13
No Classes				Mar 14 Professional Development Days Full and Part-Time Faculty	Apr 5 Good Friday	Apr 6 Good Saturday	Apr 7 Easter
Classes End	Apr 29	Apr 23	Apr 17	Apr 25	Apr 26	Apr 27	Apr 28

Last Day of Class: Monday, April 29, 1985.

All Grades Due Not Later Than April 30, 1985.

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1984-85

SPRING SEMESTER 1985

First Day of Class: Monday, May 20, 1985.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Classes Begin	May 20	May 21	May 15	May 16	May 17	May 18	May 19
No Classes	May 27 Memorial Day						
				Jul 4 Independence Day			
Classes End	Jul 22	Jul 16	Jul 10	Jul 18	Jul 12	Jul 13	Jul 14

Last Day of Class: Thursday, July 22, 1985.

All Grades Due Not Later Than July 23, 1985.

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1985-86

FALL SEMESTER 1985

First Day of Class: Tuesday, September 3, 1985.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Classes Begin	Sept 9	Sept 3	Sept 4	Sept 5	Sept 6	Sept 7	Sept 8
No Classes*		Nov 11 Professional Development Days Full and Part-Time Faculty		Nov 28 Thanksgiving	Nov 29 Day After Thanksgiving	Nov 30 Sat After Thanksgiving	Dec 1 Sun After Thanks giving
Classes End	Dec 16	Dec 17	Dec 11	Dec 19	Dec 20	Dec 21	Dec 22

Last Day of Class: Sunday, December 22, 1985.
All Grades Due Not Later Than December 23, 1985.

No makeup classes required because of this semester calendar.

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1985-86

WINTER SEMESTER 1986

First Day of Class: Tuesday, January 14, 1986.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Classes Begin	Jan 20	Jan 14	Jan 15	Jan 16	Jan 17	Jan 18	Jan 19
No Classes		Mar 11 Professional Development days Full and Part-Time Faculty			Mar 28 Good Friday	Mar 29 Good Saturday	Mar 30 Easter
Classes End	Apr 28	Apr 29	Apr 23	Apr 24	May 2	May 3	May 4

Last Day of Class: Sunday, May 4, 1986.

All Grades Due Not Later Than May 5, 1986.

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1985-86

SPRING SEMESTER 1986

First Day of Class: Tuesday, May 19, 1986.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Classes Begin	May 19	May 20	May 14	May 15	May 16	May 17	May 18
No Classes	May 26 Memorial Day						
					July 4 Independence Day		
Classes End	Jul 21	Jul 15	Jul 9	Jul 10	Jul 18	Jul 12	Jul 13

Last Day of Class: Monday, July 21, 1986.

All Grades Due Not Later Than July 22, 1986.

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1986-87

FALL SEMESTER 1986

First Day of Class: Tuesday, September 2, 1986.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Classes Begin	Sept 8	Sept 2	Sept 3	Sept 4	Sept 5	Sept 6	Sept 7
No Classes*		Nov 4 Professional Development Days Full and Part-Time Faculty		Nov 27 Thanksgiving	Nov 28 Day After Thanksgiving	Nov 29 Sat After Thanksgiving	Nov 30 Sun After Thanksgiving
Classes End	Dec 15	Dec 16	Dec 10	Dec 18	Dec 19	Dec 20	Dec 21

Last Day of Class: Sunday, December 21, 1986.

All Grades Due Not Later Than December 22, 1986.

No makeup classes required because of this semester calendar.

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1986-87

WINTER SEMESTER 1987

First Day of Class: Monday, January 12, 1987.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Classes Begin	Jan 12	Jan 13	Jan 14	Jan 22	Jan 16	Jan 17	Jan 18
No Classes		Mar 10 Professional Development Days Full and Part-Time Faculty			Apr 17 Good Friday	Apr 18 Good Saturday	Apr 19 Easter
Classes End	Apr 20	Apr 28	Apr 22	Apr 30	May 1	May 2	May 3

Last Day of Class: Sunday, May 3, 1987.

All Grades Due Not Later Than May 4, 1987.

APPENDIX A

WAYNE COUNTY COMMUNITY COLLEGE

ACADEMIC CALENDAR 1986-87

SPRING SEMESTER 1987

First Day of Class: Tuesday, May 29, 1984.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Classes Begin	May 18	May 19	May 20	May 21	May 22	May 23	May 24
No Classes	May 25 Memorial Day				July 3 Independence Day		
Classes End	Jul 20	Jul 14	Jul 15	Jul 16	Jul 24	Jul 18	Jul 19

Last Day of Classes: Monday, July 20, 1987.

All Grades Due Not Later Than July 21, 1987.

APPENDIX B

Pay Dates

Full Time

Beginning September 1 and ending June 30 of each contract year, pay dates for full-time faculty shall be the 15th and 30th of each month.

Part Time

1. In each Fall semester pay dates for part-time faculty shall be the last day of each month during the semester.
2. In each Winter semester the first pay date for part-time faculty shall be the 15th of February or the regular work day closest to the 15th of February in each contract year. Subsequent pay dates shall be the last day of each month during the semester.
3. In each Spring semester the first pay date for part-time faculty shall be the 15th of June or the regular work day closest to the 15th of June in each contract year. Subsequent pay dates shall be the last day of each month during the semester.
4. The last pay due part-time faculty in any semester shall be collectible immediately after the instructor shall have properly submitted his grades to the College, consistent with the provisions contained in Appendix A.

General

If the pay date falls on a weekend or a holiday then the pay date shall be the regularly scheduled work day preceding the weekend or holiday.

Overload payments for any semester shall be paid on the thirtieth of each month..

APPENDIX C

Number: ____________________

FORMAL GRIEVANCE

AMERICAN FEDERATION OF TEACHERS LOCAL 2000

Employee's Name: ________________________________ SS#: __________

Employee's Position: ______________________________ Date: __________

Provision of Master Agreement Alledgedly Violated:

	Violation 1	Violation 2	Violation 3	Violation 4	Violation 5
Article					
Section					
Sub-Section					
Page					
Date					

I. FACTS LEADING TO GRIEVANCE

FORMAL
GRIEVANCE
Number: ____________
Page 2

II. ACTION TAKEN PURSUANT TO PRE-GRIEVANCE PROCEDURE:

____ Met With Appropriate Administrator - Not Resolved

____ Met with Appropriate Administrator - Resolved

____ Unable to Meet With Supervisor

____ Other (Explain)

____

____

____

III. GRIEVANCE:

IV. RELIEF DEMANDED:

V. DISPOSITION:

Presented By: ______________________________ Date: __________
AFT Grievance Chairperson

Received By: ______________________________ Date: __________

APPENDIX D

Faculty Development Day

1. There shall be a faculty development day in both the fall and winter semesters (calendar) of each academic year.

2. The day shall be divided into two (2) complete sessions: day session (9 A.M. - 4 P.M.) and night session (6 P.M. - 10 P.M.).

3. Part-time instructors shall be paid a stipend of $30 for attending the day session and a stipend of $25 for attending the evening session. The stipend shall be included in the paycheck for the pay period subsequent to that in which the session was held.

4. The agenda for each faculty development day shall be established by a standing committee formed in compliance with Article XXII subject to final approval by the Vice President for Academic Affairs. Such agenda shall be prominently posted at least two (2) weeks prior to the scheduled date.

5. Failure of any part-time instructor to attend a session of a faculty development day without reasonable cause shall result in loss of the stipend agreed to in section (3) of this appendix and the placement of the part-time instructor's name at the bottom of the seniority list of part-time instructors in alphabetical order for the subsequent semester for the purposes of assignments.

6. Failure of any full-time instructor to attend a session of faculty development day without reasonable cause shall result in loss of pay equal to one-fifth (1/5) of one week's pay.

Appendix E

Semester Hour Equivalents

A. The following educational obtainments shall be deemed equivalent to one (1) semester hour:

1. Each college or university semester credit hour.
2. Each one and one-half (1-1/2) college or university quarter credit hours.
3. Each Technical Institute credit, Military School credit, or Vocational School credit provided that the credit is obtained after not less than sixteen (16) clock hours of classroom type instruction for each credit obtained.
4. Each documented sixteen (16) clock hours of Business and/or Industry sponsored classroom type training programs.
5. Each documented one hundred twenty-eight (128) clock hours of formalized on the job training provided the employer providing that training indicates a commercially satisfactory acquisition of job skills.

B. Only related semester hour equivalents shall be considered for purposes of initial salary schedule placement or for salary schedule advancements.

C. Documented educational obtainments other than those listed in section A. may be accepted as Semester Hour Equivalents at the sole discretion of the Employer after review of the content and duration of the educational obtainment.

D. On the job training semester hour equivalent credits obtained outside the College may be used for either initial salary schedule placement or for salary schedule advancements but not both.

APPENDIX F

Wayne County Community College	(52-56)	Section No.	________
FACULTY EVALUATION FORM	(57-62)	Date	________
Level of Performance	(63-70)	Evaluator	________
1-Poor 2-Fair 3-Good			(First Name, Initial, Last Name)
4-Excellent 5-Not Applicable	(71-80)	SS#(Instr.)	________
6-No 7-Yes			

Level Of Performance

Evaluation of one Presentation
During the class, the Instructor:

1. related the lesson to the students' past knowledge or experience. ________
2. summarized briefly the material from last meeting and introduced new objectives for the day. ________
3. used instructional materials that enhanced the lesson ________
4. provided an opportunity for students' responses and/or participation. ________
5. varied the pace and methods of conducting the class. ________
6. reacted favorably to students' questions, answers and comments. ________

In the presentation, the instructor:

7. talked to the students and not to the instructional materials. ________
8. presented each idea or step in a logical sequence. ________
9. presented only one idea or method of doing an operation at a time. ________
10. presented the information or skill with ease. ________
11. the instructor presented the subject matter in a manner that could be understood easily ________

Level Of Performance

In the application, the instructor:

12. observed the students practicing and provided encouragement, correction, or additional information. ________
13. provided an opportunity for the students to show how well they had learned. ________
14. encouraged the students summarize the key points. ________
15. clarified any key points not covered by the students. ________

Checklist for Evaluating Specific Skills

In demonstrating a concept or principle, the instructor:

16. selected an example of the concept which could be easily demonstrated. ________
17. set up the demonstration where it could be easily viewed by each student. ________
18. related the new concept to students' previous experiences or instruction. ________
19. defined terms or gave background information when necessary. ________
20. had all materials and equipment ready for use. ________
21. performed the steps of the demonstration in a logical order. ________

APPENDIX F

Wayne County Community College (52-56) Section No. ____________
FACULTY EVALUATION FORM (57-62) Date ____________
Level of Performance (63-70) Evaluator ____________
1-Poor 2-Fair 3-Good (First Name, Initial, Last Name)
4-Excellent 5-Not Applicable (71-80) SS#(Instr.) ____________
6-No 7-Yes

Level Of Performance

22. observed students to see that they were following the demonstration. ________

23. summarized key points during or at the conclusion of the demonstration. ________

24. determined students' comprehension of the concept by some form of feedback. ________

25. used visual aids to illustrate any steps which were difficult to observe. ________

26. had students analyze a new situation in relation to the concept. ________

Checklist for Rating Overall Performance
The Instructor(s):

27. was prepared for the class. ________

28. presentation was well organized. ________

29. voice was audible. ________

30. could communicate the subject matter to the students. ________

31. was receptive to the expression of student views. ________

32. responded to questions in a way that was conducive to student learning. ________

33. managed the class in an orderly fashion. ________

34. made sure students were given feedback on their achievement of lesson objectives. ________

Level Of Performance

35. has appropriately paced the material to meet the stated course goals and/or corequisite and sequence requirements. ________

36. plan of work incorporates the departmental goals and objectives for the course. ________

Checklist for Rating Overall Performance

37. took attendance. ________

Syllabus Included:

38. goals ________

39. objectives ________

40. assignments ________

41. requirements ________

42. grading criteria/scale ________

43. learning activities ________

44. class policies/procedures ________

45. office hours ________

46. other ________
Specify

47. the instructor returned annual Faculty Academic Information Form. ________

The FAIF indicates that the instructor has:

APPENDIX F

Wayne County Community College	(52-56)	Section No.	________
FACULTY EVALUATION FORM	(57-62)	Date	________
Level of Performance	(63-70)	Evaluator	________
1-Poor 2-Fair 3-Good			(First Name, Initial, Last Name)
4-Excellent 5-Not Applicable	(71-80)	SS#(Instr.)	________
6-No 7-Yes			

		Level Of Perfor-mance
48.	conscientiously made an effort to "keep up" in the discipline	________
49.	taken a personal interest in the improvement of her/his teaching.	________
50.	initiated efforts to improve course quality, experimented with new ways to improve quality of student achievement, made suggestions for library acquisitions, etc.	________
51.	reviewed student evaluations	________

EVALUATOR'S RECOMMENDATIONS

FACULTY MEMBER'S COMMENTS (OPTIONAL)

Signature ______________________ Date ________
Evaluator

Signature ______________________ Date ________
*Faculty Member

* Signature indicates only that the instructor has read this evaluation. If does not indicate agreement.

Approved: 9/80

/WCCC AFT
Local 2000

APPENDIX G

Student Assisting Clusters

I. VOC. TECH.

- Auto Body Repair
- Auto Mechanics
- Diesel Engine Mechanics
- Drafting
- Heating Ventilation Air Conditioning
- Interior Design
- Machine Tool
- Welding
- Culinary Arts
- Dietetic Tech.
- Electronics
- Small Engine Repair

II. BUSINESS

- Accounting
- Banking and Finance
- Business
- Business Law
- Management
- Marketing
- Secretarial Science
- Court & Conference Reporting
- Computer & Data Processing

III. HUMAN SERVICES

- Child Care Tech.
- Gerontology
- Law Enforcement Admin.
- Mental Health
- Substance Abuse Counseling

IV. HEALTH

- Nursing
- Medical Lab. Tech.
- Occupational Therapy Asst.

V. INTERDISCIPLINARY STUDIES

- Open Studies
- African-American Studies
- Muslim World Studies

VI. LIBERAL ARTS/UNIVERSITY TRANSFER

- Soc. & Beh. Sciences
- Fine and Performing Arts
- Physical Sciences
- Math
- English
- Humanities
- Speech

APPENDIX H

Part-Time Faculty Discipline Seniority Chart

1. Open Studies Math (O.S. MAT)
2. Open Studies Psychology (O.S. PSY)
3. Court & Conference Reporting (CCR)
4. Secretarial Science (SEC)
5. Speech (SPH)
6. Astronomy (AST)
7. Geography/Geology (GEG/GEL)
8. Arabic (ARA)
9. English as a Second Language (ENG)
10. French (FRE)
11. Muslim World Studies (MWS)
12. Spanish (SPA)
13. Psychology (PSY)
14. Computer & Data Processing (CDP)
15. Art (ART)
16. Dance (DAN)
17. Music (MUS)
18. Accounting (ACC)
19. Banking and Finance (BAF)
20. Open Studies English (O.S. ENG)
21. Reading (O.S. ENG-READING)
22. African-American Studies (AAS)
23. Humanities (HUM)
24. Economics (ECO)
25. Political Science (PS)
26. Allied Health/Community Services Training/Human Services (ALH/CST/HUS)
27. Child Care Technology (CCT)
28. Mental Health/Substance Abuse Counseling (MEH/SAC)
29. Interior Design (ID)
30. Recreation Leadership (RL)
31. Real Estate (RLE)
32. Anthropology (ANT)
33. History (HIS)
34. Sociology/Social Science (SOC/SSC)
35. Business/Management/Marketing/Business Law (BUS/MGT/MKT/BL)
36. Auto Body Repair (ABR)
37. Architectural Construction Technology (ACT)
38. Automotive Service Technology (AUT)
39. Diesel Engine Mechanics (DEM)
40. Drafting Technology (DRT)
41. Metallurgical Technology (MET)

42. Machine Tool Technology (MHT)
43. Welding (WLT)
44. Biology (BIO)
45. Chemistry (CHM)
46. Physics/Physical Science (PHY/PSC)
47. English (ENG)
48. Math (MAT)
49. Aero Mechanics (AFM/APM/PPM)
50. Building Operations Management (BOM)
51. Career Education (CRE)
52. Criminal Justice (CJS/COR/LEA)
53. Culinary Arts (CA)
54. Dental (DA/DEN/DLT)
55. Dietary Tech. (DT)
56. Electrical/Electronics (CT/EE/EPT/ET)
57. Gerontology (GER)
58. Health Careers/Nursing (HEA/HEC/XNR/NUR)
59. Heating, Ventilation & Air Conditioning (HVAC)
60. Labor Studies (LS)
61. Medical Laboratory Tech. (MLT)
62. Medical Records Tech. (MRT)
63. Occupational Therapy (OTA)
64. Women's Studies (WS)
65. Health (HEA)
66. Philosophy (PHL)
67. Career Education (CRE)

APPENDIX J
No Class Assignment Roster

Class selection meeting for ______________________ 19 ___ classes.

Discipline Grouping: ______________________________________

Date of Meeting ______________________ 19 ___.

The following individuals were invited to the above class selection assignment meeting and did not acquire an assignment.

Name (Signature)	Phone	Discipline Seniority Hrs.
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
	H: W:	
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	H: W:	

APPENDIX K

Instructional Load
and
Seniority Credit Chart

LIBERAL ARTS

Disciplines		Fall	Winter	Spring
English composition) Speech) Nursing 101 & 102)	Load:	15 cnt.hours	12 cnt.hours	0
	Seniority:	.5	.5	0
All Others	Load:	15 cnt.hours	15 cnt.hours	0
	Seniority:	.5	.5	0

VOCATIONAL TECHNICAL

Disciplines		Fall	Winter	Spring
All	Load:	20 cnt.hours	20 cnt.hours	0
	Seniority:	.5	.5	0

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #1

1984

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

> On September 30, 1984 and on September 30, 1985 the Board shall pay each full-time instructor who has submitted final grades or a final release time report for the Spring 1984 semester the following gross dollar amounts for each contact hour taught during the Spring 1984 semester according to their credentials and contract step up to a maximum of fifteen (15) contact hours as follows:

Overload Contract Step	Bachelor Degree	Master's Degree	Master's Plus 30 Sem.Hours	Doctorate
10	$ 1.09	$ 1.14	$ 1.34	$ 1.55
9	4.13	4.30	5.11	5.88
8	4.03	4.20	4.88	5.55
7	3.94	4.11	4.66	5.23
6	3.84	4.01	4.43	4.91

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS	ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES
Claude Chapman Claude Chapman, President	Thomas L. Waters Thomas F. Waters, President
Dated: 5-4-84	Dated: 5-4-84
Thomas Randolph Thomas Randolph Chief Negotiator	Edward D. Callaghan Edward D. Callaghan Director of Labor Relations
Dated: 5-4-84	Dated: 5-4-84

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #2

1984

This Memorandum of Understanding executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

1. Article XXIX, Fringe Benefits, Section A(4) Medical Insurance remains open to negotiate this provision. The parties understand changes if any shall be implemented not later than September 1, 1984.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS	ON BEHALF OF THE WAYNE COMMUNITY COLLEGE BOARD OF TRUSTEES
Claude m Chapman	Thomas F. Waters
Claude Chapman, President	Thomas F. Waters, President
Dated: 5-4-84	Dated: 5-4-84
Thomas Randolph	Edward D. Callaghan
Thomas Randolph Chief Negotiator	Edward D. Callaghan Director of Labor Relations
Dated: 5-4-84	Dated: 5-4-84

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #3

1984

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

> Counselor(s) may be assigned in each semester as part of their regular work load up to three (3) contact hours of classroom instruction for College orientation and/or Career Education type courses.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS

Claude M. Chapman
Claude Chapman, President

Dated: 5 - 4 -84

Thomas Randolph
Thomas Randolph
Chief Negotiator

Dated: 5-4-84

ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES

Thomas F. Waters
Thomas F. Waters, President

Dated: 5-4-84

Edward D. Callaghan
Edward D. Callaghan
Director of Labor Relations

Dated: 5-4-84

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #4

1984

This Memorandum of Understanding executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

1. All part-time faculty must have a Master's degree or a higher degree in the discipline being taught or, a related area, as determined by the Vice President for Instruction and the Director of Personnel and Labor Relations.
2. Part-time faculty members who do not meet the requirements of section (1) shall be removed from the seniority list.
3. Part-time vocational studies faculty shall be excluded from the operation of the provisions of this memorandum.
4. The parties agree that full-time faculty as of May 1, 1984 who hold Masters Degree(s) from an accredited College or University are deemed to be in compliance with the provisions of Article XXIII entitled Employment. Those full-time faculty who do not possess a Masters degree as required by Article XXIII shall be granted a grace period for the duration of this agreement to obtain this Masters degree requirement.
5. Individual waivers to the requirements of this memorandum may be obtained only upon the written approval of the President of the College.

WAYNE COUNTY COMMUNITY
COLLEGE FEDERATION OF
TEACHERS

Claude m. Chapman Jr
Claude Chapman, President

Dated: 5-4-84

Thomas Randolph
Thomas Randolph
Chief Negotiator

Dated: 5-4-84

ON BEHALF OF THE WAYNE
COMMUNITY COLLEGE
BOARD OF TRUSTEES

Thomas F. Waters
Thomas F. Waters, President

Dated: 5-4-84

Edward D. Callaghan
Edward D. Callaghan
Director of Labor Relations

Dated: 5-4-84

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #5

1984

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

In the interest of providing a comprehensive quality education which meets the pluralistic needs and concerns of a district as diverse and as large as Wayne County Community College, the parties to this memorandum agree to the formation of an advisory committee to develop a core academic year schedule of class offerings. In furtherance of this goal the parties agree to make good faith efforts to formulate and recommend a core schedule for the disciplines listed below in compliance with the scheduling criteria herein set forth:

A. Discipline courses to be core scheduled:

   1. ENG, O.S., PSY 100, MAT 100, ENG 100,101,102,108,109,110,120; BIO, MAT, PSY, P.S., AAS, SPH, HUM, SOC, CHM, ACC, BUS, BL, CDP.

   2. Other disciplines' courses may be recommended for core schduling by the advisory committee.

B. Scheduling Criteria:

   1. Core courses will be recommended for scheduling so as to make offerings in any one discipline available to both day and evening students.

   2. Where the same course is offered in geographically adjacent regions complementary rather than competitive time schedules will be recommended.

   3. Due consideration will be given to budgetary and facility utilization constraints as determined by the Employer.

C. That the Core Scheduling Committee shall consist of:

1. Two (2) full-time faculty representatives from the Northwest, Downriver and Downtown Regions and one (1) full time faculty representative from the Western and Eastern Regions, with attention given to covering the academic departmental areas to be core scheduled.
2. Dean for Liberal Arts
3. The Vice President for Instruction
4. Three Deans
5. The Academic Coordinator (3)
6. The Administrator of Student Service Systems
7. Budget Director

D. In addition, the Director of Employee Relations and the President of AFT Local 2000 shall sit as ex officio members of this committee.

E. That the committee shall submit its final report embodying its core scheduling recommendations not later than May 1, 1985 to the Vice President for Instruction.

F. That the Employer shall incorporate and implement a core schedule which conforms to the scheduling criteria not later than the Fall 1985 Semester.

WAYNE COUNTY COMMUNITY
COLLEGE FEDERATION OF
OF TEACHERS

Claude Chapman, President

Dated: 5-4-84

Thomas Randolph
Thomas Randolph
Chief Negotiator

Dated: 5-4-84

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE BOARD
TRUSTEES

Thomas F. Waters
Thomas F. Waters, President

Dated: 5-4-84

Edward D. Callaghan
Edward D. Callaghan
Director of Labor Relations

Dated: 5-4-84

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #6

1984

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

> Any full-time qualified Nursing instructor who exclusively select teaching assignments in Nursing 101 and/or Nursing 102 in any academic year shall have their workload reduced by one (1) class for the academic year as designated by the appropriate academic administrator.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF OF TEACHERS	**ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD TRUSTEES**
Claude M Chapman	Thomas F. Waters
Claude Chapman, President	Thomas F. Waters, President
Dated: 5-4-84	Dated: 5-4-84
Thomas Randolph	Edward D. Callaghan
Thomas Randolph Chief Negotiator	Edward D. Callaghan Director of Labor Relations
Dated: 5-4-84	Dated: 5-4-84

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #7

1984

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

The listed below full-time vocational/technical instructors shall be granted two contact hours of release time in the Fall or Winter semesters in each academic year:

1. Arthur Shack
2. Joseph Braun
3. Peter Sugamelli
4. John McLaughlin
5. James Beaubien
6. Quill Pettway
7. Homer Copeland

The above faculty shall report to the Director of Curriculum and Instruction and submit written reports and accomplishments including but not limited to the following activities:

1. Student recruitment through High School articulation programs.

2. Assist with Co-op student placements.

3. Establish safety procedures for proper operation of equipment based on OSHA standards.

4. Develop technical specification necessary to assist the Regional Dean in the submission of requests for grant funding.

WAYNE COUNTY COMMUNITY
COLLEGE FEDERATION OF
OF TEACHERS

Claude m Chapman
Claude Chapman, President

Dated: 5-4-84

Thomas Randolph
Thomas Randolph
Chief Negotiator

Dated: 5-4-84

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE BOARD
TRUSTEES

Thomas J. Waters
Thomas F. Waters, President

Dated: 5-4-84

Edward D. Callaghan
Edward D. Callaghan
Director of Labor Relations

Dated: 5-4-84

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #8

1984

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

1. The Board shall grant to Dr. Thomas Randolph and bear the cost of release time from three (3) contact hours of instruction in each semester during the life of this Agreement in order to compensate him for serving as Grand Marshall for each graduation ceremony and for serving as Co-Chairperson of the Committee on Rituals and Ceremonies.
2. The Board shall grant to Mr. Claude Chapman and bear the cost of release time from six (6) contact hours of instruction in each semester during the life of this Agreement in order to compensate him for serving as Co-Chairperson of the Year Long Scheduling Committee and for serving as Co-Chairperson on the Task Force for Development of Faculty Evaluation by Department Chairs.
3. It is agreed and understood that no person released under the provisions of this Memorandum of Understanding may select an overload assignment which is scheduled at the same time as the contract obligation from which they are released.

WAYNE COUNTY COMMUNITY
COLLEGE FEDERATION OF
TEACHERS

Claude m Chapman
Claude Chapman, President

Dated: 5-4-84

Thomas Randolph
Thomas Randolph
Chief Negotiator

Dated: 5-4-84

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE BOARD
OF TRUSTEES

Thomas F. Waters
Thomas F. Waters, President

Dated: 5-4-84

Edward D. Callaghan
Edward D. Callaghan
Director of Labor Relations

Dated: 5-4-84

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #9

1984

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

1. The Employer and the Union shall establish a bargaining committee comprised of six (6) persons to negotiate the usage of an instructional system which includes the use of television as required by Article XIII, ACADEMIC FREEDOM.

2. The membership of the committee shall include:

   a. For the Federation
      1) The Chief Negotiator
      2) The Vice President
      3) One Faculty member

   b. For the Employer
      1) The Director of Employee Relations
      2) The Dean for Liberal Arts
      3) The President or his designee

3. The parties shall limit their discussions to the prerequisites necessary for any full or part time faculty members or administrators to teach a telecourse, and recommendations concerning which disciplines should be involved in the telecourse system of instruction.

4. The parties agree to convene this committee as soon as practicable after the execution of this agreement and to submit a final report not later than November 1, 1984.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS	ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES
Claude Chapman	Thomas F. Waters
Claude Chapman, President	Thomas F. Waters, President
Dated: 5-4-84	Dated: 5-4-84
Thomas Randolph	Edward D. Callaghan
Thomas Randolph Chief Negotiator	Edward D. Callaghan Director of Labor Relations
Dated: 5-4-84	Dated: 5-4-84

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #10

1984

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

1. The parties agree to explore ways of making available additional optional life insurance amounts for full-time faculty members from the College's current carrier.
2. The parties agree that any such additional optional coverage shall be paid for by the faculty members by payroll deduction.
3. That if such additional coverage can be made available the full-time faculty members may begin purchasing optional life insurance by payroll deduction effective September 1, 1984.

WAYNE COUNTY COMMUNITY
COLLEGE FEDERATION OF
OF TEACHERS

Claude W. Chapman
Claude Chapman, President

Dated: 5-4-84

Thomas Randolph
Thomas Randolph
Chief Negotiator

Dated: 5-4-84

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE BOARD
TRUSTEES

Thomas F. Waters
Thomas F. Waters, President

Dated: 5-4-84

Edward D. Callaghan
Edward D. Callaghan
Director of Labor Relations

Dated: 5-4-84

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #11

1984

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

1. To convene a six (6) member committee comprised of three administrators and three union representatives to study existing early retirement incentive programs, to determine whether such a system of early retirement incentives would be mutually beneficial to the Employer and the Union, and to make appropriate recommendations.

2. To appoint the following persons to the committee:

   A. For the Union

      1. Thomas Randolph, Chief Negotiator
      2. Harvey Hershey, Vice President
      3. Andrew Turner, Bargainer
      4. Particia Smith, Bargainer

   B. For the Employer

      1. Edward Callaghan, Director of Employee Relations
      2. Alvin Brogdon, Associate Controller
      3. Ronald Watcke, Dean for Liberal Arts
      4. Thomas Sullivan, Budget Director

3. To complete the charge of this committee and issue a final report not later than August 31, 1984.

WAYNE COUNTY COMMUNITY
COLLEGE FEDERATION OF
TEACHERS

Claude W. Chapman
Claude Chapman, President

Dated: 5-4-84

Thomas Randolph
Thomas Randolph
Chief Negotiator

Dated: 5-4-84

ON BEHALF OF THE WAYNE COUNTY
COMMUNITY COLLEGE BOARD
OF TRUSTEES

Thomas F. Waters
Thomas F. Waters, President

Dated: 5-4-84

Edward D. Callaghan
Edward D. Callaghan
Director of Labor Relations

Dated: 5-484

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #12

1984

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

1. Upon 30 days written notification to the President of AFT Local 2000, the Employer shall have the right to change the frequency of pay for all full-time bargaining unit members from semi-monthly to bi-weekly.
2. Employee authorized deductions shall be deducted at the same dollar amounts and at the same rates as under the semi-monthly pay system unless employees otherwise notify the Personnel office in writing of their desire to change the deducted amounts or alter the deduction rates.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS	ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES
Claude M Chapman Claude Chapman, President	Thomas F. Waters Thomas F. Waters, President
Dated: 5-4-84	Dated: 5-4-84
Thomas Randolph Thomas Randolph Chief Negotiator	Edward D. Callaghan Edward D. Callaghan Director of Labor Relations
Dated: 5-4-84	Dated: 5-4-84

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #13

1984

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

1. Faculty members assigned to department chairperson duties for instructional discipline groupings shall be granted six (6) contact hours in each semester release time from their regular contractual obligation. There shall be no additional stipend for such assigned duties.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS	**ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES**
Claude W. Chapman Jr Claude Chapman, President	Thomas F. Waters Thomas F. Waters, President
Dated: 5-4-84	Dated: 5-4-84
Thomas Randolph Thomas Randolph Chief Negotiator	Edward D. Callaghan Edward D. Callaghan Director of Labor Relations
Dated: 5-4-84	Dated: 5-4-84

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #14

1984

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

> The Employer agrees during the life of the 1981-84 Master Agreemnt not to establish a full time vacancy in Psychology, Sociology, Political Science, or Afro-American Studies unless thirty (30) or more contact hours were taught by part time instructors in the respective discipline in the previous academic year during the normal work week as defined in Article XVIII, Section E, Work Week.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF OF TEACHERS	**ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD TRUSTEES**
Claude M Chapman	Thomas F. Waters
Claude Chapman, President	Thomas F. Waters, President
Dated:	Dated: 5-4-84
Thomas Randolph	
Thomas Randolph Chief Negotiator	Edward D. Callaghan Director of Labor Relations
Dated: 5-4-84	Dated: 5-4-84

WAYNE COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING #15

1984

This Memorandum of Understanding, executed by and between the Wayne County Community College Board of Trustees, (hereinafter referred to as the "Board"), and Wayne County Community College Federation of Teachers, (hereinafter referred to as the "Federation"), whereas the abovementioned parties agree as follows:

1. Each employee shall designate a beneficiary/assignee to whom the Employer is authorized to disburse accrued vacation monies, wages, sick leave monies or any other monies which have become payable by the Employer to the employee at the time of death.
2. This designation shall have no effect and shall not serve as a substitute for nominating a beneficiary for vested pension benefits nor life insurance beneficiaries.
3. This designation shall be filed in the employee's Personnel file and may be changed at any time by the employee. Designations shall not become effective until received by the College Personnel office in writing.
4. In the event any employee has not designated such a beneficiary/assignee, the Employer shall disburse all monies due at the time of death only to the estate of the deceased employee.

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS	ON BEHALF OF THE WAYNE COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES
Claude W. Chapman Jr.	Thomas F. Waters
Claude Chapman, President	Thomas F. Waters, President
Dated:	Dated: 5-4-'84
Thomas Randolph	Edward D. Callaghan
Thomas Randolph Chief Negotiator	Edward D. Callaghan Director of Labor Relations
Dated: 5-4-84	Dated: 5-4-84

WEST SHORE COMMUNITY COLLEGE

INSTRUCTIONAL AGREEMENT

August 21, 1986
to
August 20, 1988

1313

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AGREEMENT

This Collective Bargaining Agreement entered into effective September 18, 1986 between the West Shore Community College District, hereinafter referred to as "Employer", and the West Shore Community College Faculty Association, hereinafter referred to as the "Association", expresses all mutually agreed covenants between the parties hereto.

ARTICLE I: RECOGNITION

Sec. 1 The Employer recognizes the Association as the collective bargaining agent for all current members of the West Shore Community College full-time instructional faculty, counselors, and librarians, in matters of professional compensation, benefits and work loads.

ARTICLE II: EMPLOYER'S RIGHTS/ASSOCIATION'S RIGHTS

EMPLOYER'S RIGHTS:

Sec. 2 Except as expressly limited in this Agreement, the Board and its Administration, on their own behalf, and on behalf of the electors of the District, hereby retain and reserve all powers, rights, duties and responsibilities conferred upon and vested in them by the constitution and laws of the State of Michigan and the United States and by the policies of the West Shore Community College Board of Trustees. It is understood that such powers, rights, duties and responsibilities may and will be exercised by the Employer so as to maintain the College as efficiently and at the lowest cost possible, consistent with relevant statutes and with this Collective Bargaining Agreement. Except as expressly limited in this Agreement, the Employer reserves and retains fully and exclusively, all of its inherent and customary rights respecting administration of the College, including specifically, but not by way of limitation, the right: to define the goals of and develop the policies of the College; to determine the curriculum and extracurricular programs to be offered in the College, together with the work to be performed by and the schedules of work and instruction of all employees of the College; to determine the number, location and usage of the College's facilities; to select and direct all employees, including the right to hire, discipline, suspend, discharge, promote, demote, assign, reassign, transfer or layoff employees or to reduce or increase the size of the working forces; to determine the methods, means, materials and personnel by which the operations of the College shall be conducted; and to do all other things in its judgment necessary for the proper establishment, maintenance, management and carrying on of the College. Except as expressly limited by this Agreement, the Employer shall have the right to conduct and maintain the College's services and operations as in the past and prior to execution of this Agreement with the Association, but shall also have the right to study and use such improved methods and techniques for the providing of service and instruction as the Employer may determine to be appropriate for the advancement of the College.

Sec. 3 The Employer reserves the rights to promulgate and change from time to time reasonable rules and regulations respecting faculty and other employee functioning and responsibilities; provided, however, that such rules and regulations shall not be inconsistent with this Collective Bargaining Agreement.

SENATE'S RIGHTS

Sec. 4 Right to Organize: Each faculty member shall have the right freely to organize, join, and support the Faculty Association for the purpose of engaging in collective bargaining and other lawful activities for mutual aid and protection. The Board will not discriminate against any faculty member or faculty members with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Faculty Association, participation in any lawful activities of the Faculty Association, or institution of any grievance, complaint or proceeding under this Agreement with respect to any term or condition of employment.

Sec. 5 Access to Information: The President of the Faculty Association, upon written request, shall be sent copies of statements and financial information pertaining to the College. Such information shall be limited to that which is normally distributed to the Board. Other information which will assist in the processing of a grievance will be furnished upon written request by the Faculty Association, when such information is legally the privilege of the Faculty Association and germaine to specifically identified issues. Costs for providing said information shall be limited to duplicating expenses and direct personnel costs.

Sec. 6 Board Agenda: On the dates of the Board's official meetings, a copy of the agenda with all public attachments shall be provided for the Faculty Association before such meetings. A copy of the approved minutes of Board meetings may be secured by the Faculty Association within ten (10) days after the date the minutes were approved. Duplicating expenses shall be borne by the Association.

Sec. 7 Faculty Association - Administration Meetings: Members of the bargaining unit who by arrangement between the Faculty Association and the College administration participate during working hours and conferences and meetings with the Board or its representatives which involve or derive from this collective bargaining agreement shall suffer thereby no loss of pay.

Sec. 8 Equal Rights: The Employer shall provide equal and just application of rules, regulations, policies, and evaluation procedures to all members of the faculty in a manner which is not arbitrary, capricious or without basis in fact.

ARTICLE III: ACADEMIC FREEDOM AND RESPONSIBILITY

Sec. 9 Academic Freedom

Each faculty member shall have the freedom to report the truth as he sees it, both in classroom/counseling situations and in associated publication. There shall be no restraints which unreasonably impair an instructor's ability to present his subject matter in this context; however, each faculty member shall be careful not to introduce controversial matter which has no relation to the subject in his/her teaching. It is recognized that such freedoms are subject to relevant obscenity statutes and decisions of courts of competent jurisdiction.

Sec. 10 Academic Responsibility

Each faculty member shall devote to his assigned duties time and effort sufficient to assure the competent discharge of same. All faculty members shall be obligated to devote adequate time and effort, in addition to classroom or other student contact hours, to assure the offering of professionally competent instruction. All faculty members shall at all times during the discharge of their assigned duties conduct themselves in a professional and responsible manner.

Each faculty member is an emissary for his/her profession and a representative of West Shore Community College. When the faculty member speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. As a person of learning and education he/she should remember that the public may judge the profession and the institution by his/her utterances. Hence, the faculty member must at all times be accurate, be a law abiding citizen, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that he/she is not an institutional spokesperson.

ARTICLE IV: EMPLOYMENT CONDITIONS

Sec. 11 Education and Experience Required

When hiring faculty, a graduate degree is preferred, or its equivalent in experience related to the area of instruction. At that time the appropriate instructional dean shall determine and record those reaching discipline(s) for which the faculty member is qualified.

Sec. 12 Personnel File

An official personnel file shall be maintained by the Employer for each faculty member, and all such files shall be maintained in a centrally located office.

Each personnel file shall have a cover sheet upon which shall be recorded the date of the insertion of any material, the subject and origin of the material, and the names of those persons who insert and inspect the material. Records entered prior to January 1983 are exempt from this provision.

Each faculty member shall be obligated to see that employment data, such as verification of job experience, transcripts of credits, and records of certification, necessary for initial salary placement and subsequent salary changes or adjustment, are on file in the Personnel Office.

Each faculty member shall have the right to examine the contents of his own personnel file, excluding only confidential pre-employment credentials of an evaluative nature. The faculty member shall make an appointment with the Personnel Office to examine his file. The Director of Personnel or his designee shall be present when the faculty member examines his file, and if the faculty member desires it, he may be accompanied by a representative of the Faculty Association. If the faculty member designates in writing that he desires a representative of the Faculty Association to examine his file in his absence, the designated representative shall be allowed to examine the file.

No official report nor any derogatory statement about a faculty member shall be filed unless he is sent an exact dated copy. The faculty member has the right to submit a response to the report or statement, and the response shall be attached to and filed with the report or statement.

All documents, communications and records dealing with the processing of a grievance as outlined in this Agreement, shall be filed separately from the personnel files of the participants.

Each faculty member shall have the right to place in his personnel file material which attests to his professional competence.

At the faculty member's request, the Employer shall reproduce any material in his personnel file except confidential pre-employment credentials of an evaluative nature, provided a reasonable duplication fee is paid by the faculty member.

Each faculty member shall be apprised in writing of the permanent removal of any material from his personnel file. The following rules shall govern the permanent removal of such material:

1. Each faculty member shall have the right to request in writing the material filed for five years prior to the request be removed permanently from his personnel file. Such material shall be removed promptly by the Employer.

2. The Employer shall have the right to remove permanently material filed for over five years prior to the date of removal.

3. Each faculty member shall have the right to retain material permanently removed from his personnel file.

4. Material expressly excluded from these provisions shall include: employment data, such as verification of job experience, transcripts of credits, and records of certification necessary for initial salary placement and subsequent salary changes or adjustments in confidential pre-employment credentials of an evaluative nature or other legally necessary documents.

Sec. 13 Probationary Appointment

1. All faculty members shall initially receive a semester or a one-year probationary appointment which can be terminated or renewed by semester or annually.

2. If a semester probationary appointment is not to be renewed, the faculty member shall be notified in writing no later than January 1 if serving a fall semester appointment or July 1 if serving a spring semester appointment.

3. If a one-year probationary appointment is not to be renewed, the faculty member shall be notified in writing no later than April 1.

4. A faculty member receiving notice of non-renewal of probationary appointment shall be entitled to consultation with the President within five work days of receipt of said notice.

5. The probationary period shall be three accumulated academic years of full time service. Nothing in this statement, however, precludes the granting of a continuing appointment at any time during the three-year probationary period. During and after the probationary appointment faculty members shall demonstrate effective teaching, contribute to the growth and development of the college and pursue necessary and appropriate professional development activities as evaluated by his/her dean.

6. The probationary period may be extended for one (1) additional year but only by mutual agreement in writing between the employee, the Employer, and the Association.

Sec. 14 Continuing Appointment

After the satisfactory completion of the probationary period the faculty member shall be granted a continuing appointment which shall be in effect for an indefinite period and shall be terminated due only to physical or mental incapacity, retirement or for provisions of Sections 15, 16, 17 or 18.

Sec. 15 Notice

A faculty member on continuing appointment must announce his/her intent to discontinue service with the College in the next academic year prior to April 1. After June 1, the faculty member may discontinue service only by mutual consent of the Board and faculty member.

Sec. 16 Staff Reduction and Reappointment

1. The Employer shall reassign employees' teaching duties and schedules to avoid terminating them when they have achieved prior qualification according to the criteria set forth in this provision and when vacancies for which they are qualified exist. The Employer's judgment will determine circumstances under which redirection of program or budget curtailment require staff reductions. The following factors will be considered in selecting employees to be terminated: seniority and past performance, areas in which course and/or work reductions have or will be made, academic qualifications, certification requirements and work experience of employees, and satisfactory progress in professional development. It is specifically understood and agreed that less-senior employees may be retained or reappointed where such less-senior employees have better qualifications, experience, abilities, versatility or past performance.

2. Employees to be so terminated will be advised in writing no later than April 1 for the next academic year. The Association President shall be tendered a list of employees being terminated on the same date the notices are issued to affected employees.

3. Any faculty person, with continuing contract status, who is terminated in accordance with provisions of paragraph # 1 above shall receive severance allowance equal to 25% of his/her last annual contracted salary amount payable June 30 of the current fiscal year, or following the close of the current fiscal year, at the employee's option.

4. Individuals who have been terminated from employment with the College may apply for, and will receive consideration for, a position with the College for which he/she is qualified if such a position becomes available. Reappointment of a former employee will be a probationary appointment subject to the provisions of Article IV, Section 13.

Sec. 17 Failure to perform in accordance with the conditions of this Agreement, may result in official reprimand, suspension, or dismissal. Disciplinary action shall generally follow the pattern of oral reprimands and written reprimands prior to suspension or dismissal.

Sec. 18 Suspension and Dismissal

1. Suspension may be directed by the President if reasonable circumstances suggest such action for the benefit of the institution and/or the individual. Suspension may be with or without pay and may not necessarily lead to dismissal.

2. Dismissal of a faculty member on continuing contract shall be for just cause and in compliance with the following due process procedures:

    a. The President shall provide the faculty member with a notice of charges for which dismissal shall be recommended. The notice will also set forth a hearing date.
    b. The faculty member shall have an opportunity to respond to the President prior to the hearing date.
    c. The Board shall hear the case. The faculty member may be heard in his own defense or by counsel.
    d. Following the hearing, the Board shall recommend to the President the action to be taken.
    e. The President shall execute the recommendation of the Board.

3. Dismissal shall be for just cause including a) insubordination, b) neglect of duty, c) unprofessional conduct, d) immorality, or e) incompetency.

4. Non-renewal of an appointment is not to be considered a dismissal.

5. Due process procedures as outlined in Article IV, Section 18 shall constitute the sole remedy in case of dismissal and shall not be subject to grievance procedures as outlined in Article IX of the Agreement.

ARTICLE V: WORKING CONDITIONS

Sec. 19 Teaching Load

1. The instructional load shall be 15-16 equated hours per semester (30-32 equated hours per academic year).

    a. Lecture session equated hour for hour.

    b. Art studio, science laboratory and other activity oriented sessions equated as follows:
    1986-87 academic year and summer: .70 to 1
    1987-88 academic year and summer: .75 to 1

    c. The equated hour for the nursing staff will be determined by the following formula:

    1986-87 academic year and summer:

$$\frac{\text{(lecture hrs. per semester)}}{15} + \frac{\text{.70 (lab hrs. per semester}}{15}$$

    1987-88 academic year and summer:

$$\frac{\text{(lecture hrs. per semester)}}{15} + \frac{\text{.75 (lab hrs. per semester)}}{15}$$

    Lecture and lab hours shall be determined by the Director of Nursing prior to each semester.

    d. Classes of less than ten (10) may be assigned and taught as directed study classes and equated in the faculty member's load at a directed study rate, i.e. one student shall be equated to .46 equated hours and each additional student shall be equated to .06 equated hours, per course credit hours. Unless it is with the faculty member's permission, not more than two courses may be assigned at a directed study rate. When the instructor's load contains fifteen equated hours or more, no additional courses by directed study shall be assigned without the instructor's permission. Official enrollment for this purpose shall be the enrollment on the count date defined in the current state aid act. Course assignments shall be made no later than one working day before classes begin.

    e. When two or more courses or parts of courses are combined to be taught by a faculty member, the equated hour load shall be computed as follows:
    1) determine total hours of contact for combined classes
    2) add the lecture hours of the courses in combination
    3) subtract the total of step 2 from the total contact clock hours involved in the combination

4) use the remainder computed in step 3 to establish the laboratory rating of the combination by multiplying the remainder by .70 in academic year 1987 and by .75 in academic year 1988.
5) add the lecture hour rating from step 2 to the laboratory rating from step 4 to determine the equated hour load for the combination
6) the combination of lecture hours plus laboratory hours shall not exceed the total contact hours

2. Instructional overload shall commence when the equivalent of 16 equated hours per semester is exceeded or the equivalent of 32 hours per year is exceeded, whichever first occurs.

3. The compensated instructional overload per semester shall not be applicable in the calculation of the yearly accountable load.

Sec. 20 Preparation Loads

When possible, loads will be assigned to include at least two sections of one course in order to reduce preparation loads so long as such assignment is reasonable.

Sec. 21 Academic Year

The academic year shall not exceed ten consecutive months, starting with August and ending with spring commencement and shall cover such period as is included in the official academic calendar. (see Appendix C)

Sec. 22 Sabbatical Leave

1. Any faculty member who has rendered service to the college for at least six (6) consecutive years may (upon the recommendation of the President) be granted a leave of absence not to exceed one (1) year for the purpose of study or travel which will benefit the College and permit the instructor to give enriched instruction to students.

2. Time spent on sabbatical leave shall count as regular service and shall not interrupt the instructor's progress on the salary schedule.

3. While on sabbatical leave, the instructor shall receive 2/3 of his/her regular pay.

4. Faculty members desiring to receive retirement credit for sabbatical time must comply with the following guidelines:

   a) Return to the same reporting unit (WSCC).
   b) Complete one year (170 days at 6 hours per day) of service at WSCC.

c) Make application to the retirment system for purchase of credit.
d) Receive approval from the retirement system for purchase of credit.

Completion of the above and submission to the Business Office by June 25 of the fiscal year following the faculty members return from sabbatical leave will entitle the faculty member to purchase of the sabbatical credit at college expense.

5. No more than 5 percent of the faculty members of the College may be on sabbatical leave at one time. Sabbatical leave may be awarded to more than one individual in an academic year, but the total leave granted shall not exceed release time beyond that of one full-time instructor.

6. For sabbatical leave procedures see Appendix B.

Sec. 23 Sick Leave

Faculty members, upon accepting a contractual position within the college, shall be entitled to five days of sick leave. Additional sick leave shall accumulate to a total of eighty (80) days at the rate of one day for each month beginning the sixth month of service. No more than nine days shall accrue in a fiscal year.

Sec. 24 Bereavement Leave

Upon proper notice to the dean a faculty member shall be entitled to three days of leave of absence without loss of salary for the death of any member of his/her immediate family. The immediate family shall include the faculty member and spouse and their parents, grandparents, siblings, children and grandchildren, and other persons under exceptional circumstances who have lived with them a period of years. Additional bereavement leave, not to exceed three days may be granted by administration and will be deducted from the faculty member's accumulated sick leave account.

Sec. 25 Leaves of Absence, Other Than Sabbatical

1. Leave of absence without pay or benefits, may be granted to faculty members by the Board upon the recommendation of the President. Such leaves shall not exceed one year in duration. Initial application for leave of absence shall be made to the faculty member's dean. While on leave, no advancement on the salary schedule will be granted.

2. If a faculty member on leave elects to discontinue service with the College, such notice will be rendered prior to April 1 of the academic year he/she is on leave.

Sec 26 Extended Time Assignments

1. No faculty member shall be required to teach more than one course which meets after 6:00 p.m. or on Saturday in any given semester, except as permitted in 3 below.

2. No faculty member shall be required to teach Saturday courses in successive semesters, except as permitted in 3 below.

3. In the event that a faculty member cannot otherwise be assigned a full teaching load, the extended assignment restrictions are void.

Sec. 27 Mileage Travel Allowance

Faculty members using their personal vehicles for approved college business shall be compensated at an amount equal to the rate approved by the Internal Revenue Service for reimbursement of business mileage. In driving to off-campus teaching assignments, no mileage payment will be due if the distance to the teaching station from the faculty member's house is less than the distance to the campus. Mileage beyond the distance to the campus will be paid.

Sec. 28 Supervision of Internships and Field Study Students

Supervision within internship and field study programs shall be added to teaching load 1/4 credit hour per student.

Sec. 29 Supervision of Directed Study Students

Supervision of students within this program shall be added to the teaching load as follows:

Payment to be computed as defined in Section 19:1.d.

Sec. 30 Faculty Participation

Faculty members will share the responsibility of sponsoring student groups, serving as chaperones, participating in registration, advising students, serving on councils or committees and working on divisional projects.

Sec. 31 Semester Work Load Sheet

It shall be the responsibility of each faculty member to sign his/her semester work load sheet at the office of the appropriate dean during the third week of each semester.

Sec. 32 Librarians and Counselors

Librarians and Counselors shall have an eleven (11) month contract providing for 25 working days of vacation.

Sec. 33 Association Days

The West Shore Community College Faculty Association Executive Board members and committee chairmen will be permitted a combined total of five (5) days of released time from school responsibilities to transact official Association business without loss of salary or other benefits. These days shall be granted at the request of the Association President when he/she notifies the appropriate dean in writing a minimum of three (3) days in advance and includes in said notification alternate arrangements made to cover contractual duties while absent.

ARTICLE VI: PROFESSIONAL COMPENSATION

Sec. 34 Compensation

1. Prior to the beginning of the contractual year, each faculty member will indicate by checking the appropriate box on his/her notification of placement on faculty salary grid his/her selection of twenty or twenty-six pays.

2. Pay Formula

    a. Overload and Incentive Pay
    Faculty electing to seek instructional loads greater than 16 equated hours in a semester or 32 equated hours in the academic year shall be compensated at the rate of 1/40 of the faculty member's annual salary for each equated hour above the instructional load set forth in Section 19 Teaching Load. Instructional loads shall be limited by available sections and authorization of the appropriate instructional dean. Faculty are encouraged to consider development of new courses when evidence of student demand is present.

    Overloads in excess of 16 equated hours in any semester will be paid on the payday nearest the mid-point of the semester in which the overload occurs. Any hours for which overload compensation is received in the fall semester will not be counted in the annual 32 hours maximum load requirement calculated in the spring semester.

    b. Divisional Chairpersons Compensation
    The basic annual compensation rate for divisional chairpersons shall be .0075 of the M.A. minimum salary as shown on the faculty salary grid and their allowance for each full-time equated instructor in the division shall be .0060 of the M.A. minimum. The chairperson's teaching load shall be considered as part of the total equated load in their division.

3. Summer Term Contracts

   a. The summer term schedule will be available to all full-time faculty by the tenth day of March.
   b. Full-time faculty will declare, in writing, their interest for teaching in the summer term by April 1. This written declaration must include the minimum number of students that the faculty member will accept under a directed study program per provisions of Section "e" below. If this minimum number is greater than the average of the last two summer class enrollments, the dean has the option of contracting with another person. If the enrollment in the class has not reached the stipulated level on the third working day preceding the scheduled start, the commitment to the faculty member will be declared void.
   c. The summer term schedule shall be available to prospective students by the end of the tenth week of the spring semester.
   d. Faculty members teaching summer courses with 13 or more students will be compensated at a rate of 1/36 of their academic year's contractural salary per equated hour of instructional load.
   e. Courses with fewer than 13 students may be taught by the scheduled instructor at a rate of compensation equal to 1/13 of his/her salary for that course as established in section "d" above multiplied by the number of students enrolled in the course. Official enrollment for this purpose shall be the enrollment on the count date defined in the current state aid act.
   f. Courses with a minimum of 13 students enrolled on the first day the class meets will not be cancelled.
   g. When two or more regular faculty members indicate interest in teaching the same course or courses in the summer term, preference will be given in course load assignments as follows:
      Faculty members whose academic year instructional load includes the same course, courses, or courses within the same sequence as a summer term offering shall be given the highest priority. Otherwise faculty members with the most seniority at West Shore Community College will be given preference, provided they are qualified as defined in Article IV, Section 11.
   h. Announcement of cancelled courses shall not be the responsibility of the scheduled faculty member.
   i. Faculty members in the summer term must establish a minimum of one regularly scheduled office hour per week for each four equated hours of load or fraction thereof.

j. Courses not listed in the summer term schedule may be taught by faculty member in unusual situations. These courses may be taught under a directed study program and will be compensated under the provisions of Section "e" above.

k. Summer pay shall be disbursed in equal installments commencing no later than two and one-half weeks following the official count date and continuing through the regular payday following completion of the course. The pay schedule for courses of less than six weeks duration will be included in the individual course contract made with the faculty member.

4. Salary Guide For Full Time Faculty

a. An equitable professional salary shall be determined for each of the following professional pay levels:

Pay Level I - B.A. or Vocational Certificate
Pay Level II - B.A. and Vocational Certificate
Pay Level III - M.A.
Pay Level IV - M.A. + 15 semester hours
Pay Level V - M.A. + 30 semester hours
Pay Level VI - M.A. + 45 semester hours
Pay Level VII - M.A. + 60 semester hours
Pay Level VIII - Ph.D.

b. The negotiated professional salaries shall be posted in Appendix D.

c. Each faculty member, upon satisfactory performance as evidenced by 1) the renewal of his/her term appointment, shall proceed toward his/her professional salary as determined on the Index Grid in the Appendices.

d. To qualify for salary increases (increments or adjustment or both) the faculty member must have an approved professional development plan on file with his/her dean or the dean's designee. To receive the salary increases, the faculty member must be actively progressing toward the goals of his/her approved professional plan as defined and outlined in Article VII.

Sec. 35 Benefits

1. Long Term Disability Insurance (excluding semester appointments): Coverage shall continue to age 65 for disabilities incurred age 60 and earlier. For disabilities incurred between the ages of 61 to 69, benefits shall be prorated from 60 months down to 12 months. The benefit rate shall be

2/3 regular compensation to a $3,000.00 per month maximum. Mental conditions shall not be excluded if the individual is institutionalized. If not institutionalized, benefits shall be limited to 24 months maximum. Disability benefits are integrated with social security, worker's compensation, and any other employer paid insurance.

2. Life Insurance: All full time faculty excluding semester appointments shall be provided term life insurance in an amount equal to the nearest thousand dollars of their salary. Spouses shall be covered for two thousand (2000) dollars; dependents for one thousand (1000) dollars; dependents aged six (6) months and under for one hundred (100) dollars.

3. Medical: Full family hospitalization and medical insurance program including major medical provisions with benefits equal to or greater than existing policy for a majority of employees covered under this contract.

4. Tuition Remission: Tuition and student service fees exemption for faculty member, spouse, or a dependent of a faculty member.

5. Dental and Vision: Reimbursement for dental and vision expenses upon presentation of dental and/or vision expense receipts shall be provided as follows:

   July 1, 1986 - June 30, 1987: $175.00
   July 1, 1987 - June 30, 1988: $200.00

   If a balance remains at the close of a fiscal year, it may be carried into the next fiscal year; however, no balance shall exceed two times the current annual allowance.

6. Disability and Sick Leave: In the event a faculty member is disabled through injury or illness covered by Worker's Disability Compensation, sick leave shall not be reduced.

7. Coverage Duration: The Board shall make payment of insurance premiums for all faculty on continuing contract to insure coverage for the full twelve month period of the contract year though the member may not be returning the next academic year.

8. Survivor Benefit: In the event of the death of a faculty member during the academic year, the Board shall continue dependent insurance until the end of the contract year.

ARTICLE VII: PROFESSIONAL DEVELOPMENT

Sec. 36 Each faculty member will develop and pursue, with the approval of the appropriate dean, a Professional Development Plan. The plan shall be aimed at maintaining competency, and/or increasing the faculty member's proficiency in his/her discipline(s) and/or broadening the areas of professional competency. It will include:

1. A summary of professional development since the prior evaluation.
2. A statement of specific professional goals.
3. Methods to accomplish the goals, with dates as needed for specific items such as conferences, course work, workshops, journals, etc.
4. Means of meeting any recommendations noted in the dean's prior evaluation of the faculty member.

Sec. 37 To be considered for movement from one column to another on the salary guide, all course work or other work attained through professional or industrial training programs must be a part of an approved professional development plan. All such plans must show the relationship of courses or other work to the faculty member's discipline(s) or to broadening the areas of professional competencies.

Sec. 38 By April 1, each faculty member who expects to qualify for a pay column change the following year shall file a written notice of such expectation with his/her dean. This step shall be a prerequisite to exercising the procedures outlined in sections 39 and 40 below.

Sec. 39 To qualify for column change, documentation must be presented to the faculty member's dean as follows:

Official transcript describing the course work involved

or

Documentation indicating the completion of professional development plan involving experience activities. Such documentation shall be mutually agreed upon as part of the plan.

Sec. 40 Adjustments to the base salary shall be made commencing the semester following the presentation of documents above.

ARTICLE VIII: FACULTY EVALUATION

Sec. 41 It is assumed at the time of initial employment that the faculty member is already competent in his/her discipline(s). The period of probationary employment shall be used for the purpose of testing that assumption. Thus, evaluations during the period of probationary employment should note areas (if any) where the probationary faculty member needs improvement before he/she achieves continuing contract status. The granting of a continuing contract acknowledges professional competence in the assigned discipline(s) for each faculty member so evaluated. Thereafter evaluations shall be for the purpose of assessing the effectiveness of that faculty member's activities aimed at maintaining or enhancing his/her competence. The emphasis by the employer shall be on maintaining and/or enhancing this competence. To serve the best interest of the institution and its students, the following procedures will be followed annually for faculty evaluation:

1. The appropriate dean will conduct an interview with each faculty member and then provide a written evaluation. The purpose of the interview and written evaluation will be the assessment of the faculty member's performance with respect to the Faculty Position Profile (Appendix E) and the Professional Development Plan. Those courses which the faculty member is qualified to teach shall be listed and reviewed annually. For currently employed faculty all courses previously included in the faculty member's instructional assignments at W.S.C.C. shall comprise the list of courses for which the faculty member is qualified. Maintenance of competencies for those courses listed shall be addressed in the evaluation process. Courses may be added or deleted from this list by mutual agreement of the faculty member and the appropriate dean. Faculty on term appointment will be evaluated as to satisfactory progress towards qualifying for a continuing appointment.

2. If peer evaluation is requested by the faculty member, summary results will be included as part of the faculty evaluation.

3. If student evaluation is requested by the faculty member, the dean, or both, summary results will be included as part of the faculty evaluation.

4. Notice of satisfactory or unsatisfactory performance shall be communicated to the faculty member and made a part of the faculty member's personnel file prior to the close of each academic year.

ARTICLE IX: GRIEVANCE PROVISIONS

Sec. 42 Should any complaint or dispute arise between the Employer and faculty member or group of faculty members of the Association with respect to the meaning, interpretation, or application of a specific and identified provision of this Agreement, it shall be resolved in accordance with the following procedures:

Step I: Earnest efforts shall be made to settle verbally and informally such complaints and disputes between the aggrieved faculty member and his/her appropriate dean. If agreement is not reached, the grievance shall be reduced to writing on the officially agreed upon grievance form and filed with the appropriate dean by the aggrieved faculty member within fifteen (15) work days following the occurrence of the event or action giving rise to the grievance. At any conference called under this provision, the faculty member may be accompanied by a Association representative, and the dean may be accompanied by another administrator.

Step II: Following receipt of a written agrievance, the dean will within five (5) work days communicate his/her decision in writing to the aggrieved faculty member.

Step III: If the grievance is not resolved at Step II, the aggrieved faculty member must file an intent to appeal with the Executive Secretary of the college within three (3) work days following the receipt of the dean's reply.

Step IV: Following Step III appeal notice, the aggrieved faculty member and the dean must provide a written presentation of facts to the President within seven (7) work days from the appeal notice date. The President will schedule a conference on the matter and advise the aggrieved faculty member, the Grievance Committee of the Association, and the dean of the time and place of the conference. The President shall communicate his/her decision in writing to the aforementioned parties within ten (10) work days of the receipt of written presentation of facts.

Step V: If the grievance is not resolved at Step IV, the aggrieved faculty member shall request a President's hearing. Such request shall be submitted to the Executive Secretary within three (3) work days following receipt of the President's decision. A hearing will be scheduled within seven (7) work days of notice to the Executive Secretary for the purpose of final presentation of facts and documentation. The Executive Secretary will establish a transcript of the proceedings. The President shall communicate his final decision in writing to the aggrieved faculty member and the Grievance Committee of the Association within seven (7) work days following the hearing.

Step VI: The final appeal on any grievance shall be to the Board. Intent to appeal the President's final decision shall be submitted to the Executive Secretary within ten (10) work days following receipt of the President's final decision. The written grievance together with the complete written case history shall be presented at the first regular Board meeting following the decision to appeal provided the regular meeting is scheduled within ten (10) work days; otherwise, a special Board meeting shall be called. In accordance with state law this meeting shall be an open meeting unless otherwise requested by the grievant. The Board shall render its decision based upon the written case history. Parties to the grievance shall be present to respond to questions asked by the Board. The Board decision shall be communicated in writing to the aggrieved faculty member and to the Association within fifteen (15) work days after the presentation of the written grievance.

Step VII: Should the Board decision prove unacceptable, the grievance shall be submitted by the Association within ten (10) work days to the President's office to begin the process of finding an impartial arbitrator. Appeal at this level shall require the consent of the Association, as provided for by the Bylaws of the Association. Each member of the Faculty Association upon request directed to the Executive Secretary shall be provided a copy of the transcript established in Step V. Indication of the Association consent shall be communicated by the Association Secretary to the Executive Secretary. If the parties cannot agree upon an arbitrator, one shall be selected from a panel submitted in accordance with the rules and procedures of the Federal Mediation and Conciliation Service. The arbitrator shall confine his/her opinion to the sole question of whether or not there has been a violation, misinterpretation, or misapplication of the provisions of the Board in effect at the time of the alleged grievance. He/she shall give no opinion with respect to any matter left by agreement or by law to the discretion of the Employer. The arbitrator's award shall become final and binding on the grievant, the Faculty Association, and the Employer. The fees and expenses of the arbitrator shall be borne by the party against whom judgment is awarded.

A grievance may be withdrawn at any level. The time limits established in the grievance procedures shall be followed by the parties hereto. If the time limits are not followed by the Association, the grievance shall be considered settled in accordance with the Employer's last answer made. If the time limits are not followed by the Employer, the grievance may be advanced to the next step by the Association. The time limits established herein may be extended by mutual agreement in writing.

ARTICLE X: OTHER PROVISIONS

Sec. 43 The Agreement and the Law

If any provision or application of the Agreement to any faculty member shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Sec. 44 Waiver Procedures

A faculty member may waive any provisions of this contract with written consent of the Association Negotiation Committee or Summer Sub-Committee.

Sec. 45 Duration

This Agreement shall become effective as of August 21, 1986, and shall remain in full force and effect until the 20th day of

August, 1988, and from year to year thereafter, unless either party hereto serves a written notice upon the other at least 90 calendar days prior to the expiration date of this Agreement of that party's intention to amend, modify or terminate this Agreement. Nothing in this contract shall be construed as a continuation of fringe benefit coverage during summer unless a notice of employment for the succeeding academic year has been issued.

Sec. 46 Duplication of this Agreement

Copies of this Agreement shall be duplicated at the expense of the college and presented to all instructional faculty now employed, and shall be made available for the perusal of prospective faculty.

Sec. 47 Use of College Facilities

1. Faculty members shall be entitled to use college facilities and equipment in the normal performance of their duties, subject to availability.

2. The Association Executive Committee shall be entitled to receive reasonable personnel support for its official business. The Association shall pay the direct cost of materials, supplies, and personnel time consumed in carrying on its official business.

3. Faculty members and members of their households shall have free use of athletic facilities in the Recreation Center at any time it is open, except when such use interferes with class, Health Club, or other scheduled activities.

Sec. 48 Deduction of Dues

Association members may elect to pay their MEA dues through payroll deductions not later than ten days prior to the second pay date of the fall semester. The election shall be made by submitting an individually signed authorization to the Business Office. The deduction shall be made in 19 equal payments beginning with the second pay period of the semester.

Sec. 49 Complete Agreement

The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Faculty Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to or covered in this Agreement, or with respect to any subject not referred to or covered in this Agreement, whether or not such subject may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

APPENDIX A

Glossary

When the following terms are used, they shall be defined as follows:

Academic Year - this term shall be understood to encompass the instructional period defined by the academic calendar included in Appendix C.

Directed Study - an instructional delivery system designed for providing course objectives to a group of less than ten students. The instructor may vary the course meeting time from the time in the published schedule.

Discipline - this term shall be in reference to the specific branch of knowledge that a member of the faculty may be assigned for instruction. The term shall be used in reference to specific course subjects rather than to a curriculum, e.g. history, sociology, economics, psychology, and political science are disciplines in the social science curriculum.

Executive Secretary - this term shall be used in reference to the secretary who is responsible to the College President and the Board of Trustees.

Faculty - this term shall be in reference to those employees contracted for the instruction of the college curricula as defined by the official college catalog.

Full-Time Faculty - this term shall be in reference to those members of the faculty whose teaching assignment includes thirty (30) or more equated hours of instruction in an academic year.

Part-Time Faculty - this term shall be in reference to those members of the faculty who are hired for a teaching load of fourteen (14) or less equated hours and who are not on a semester or annual contract.

President - throughout this agreement this term shall mean the president him/herself or in the president's absence, the administrator undertaking the president's duties.

Work Days - this term shall apply to those days during which the college is open for the conduct of college business and shall not be limited to those days during which instructional activity occurs.

APPENDIX B

Sabbatical Leave (See also Sec. 22)

A. Sabbatical leave is designed to encourage faculty members to pursue special studies, investigations and research that will contribute to their professional development and competence and render the recipients more useful to West Shore Community College. Sabbatical leave is an investment in the future of higher education and is granted with primary consideration given to the needs and aims of West Shore Community College as defined by the Sabbatical Leave Committee and as approved by the Board of Trustees.

B. A member of the faculty shall become eligible for sabbatical leave after a continuous full-time service of a minimum of six (6) regular school years, excluding summers, or after continuous full-time of a minimum of six (6) calendar years; whichever applies to be determined by the conditions of his/her annual employment agreement. A recipient of a sabbatical leave shall become eligible for a subsequent sabbatical leave only after fulfilling the above requirements again, with time of service being calculated from the date of his/her return to his/her duties at West Shore Community College. The duration of a sabbatical leave granted to an individual shall not be used to determine eligibility for application for a subsequent leave.

To encourage and enable long range planning for sabbatical leaves, a list of eligible faculty members shall be maintained. The list shall be in order of attaining eligibility. Preference for sabbatical leave shall be based on the list. Faculty members who want to waive preference for a given year shall so indicate at the beginning of the year prior.

C. Sabbatical leaves may be granted for periods of one or two semesters but shall in no case, exceed the period of time for which the applicant is appointed. Under special circumstances, determined by the needs of the applicant and the interest of West Shore Community College, a sabbatical leave of two nonconsecutive semesters may be granted, insofar as the total period of time on leave does not exceed the period of time for which the applicant is regularly appointed. Sabbatical leave may be awarded to more than one individual in an academic year, but the total leave granted shall not exceed release time beyond that of one full-time instructor.

D. Applications requesting sabbatical leave shall be submitted on the official forms of this college designed for this purpose during the month of October of the year preceding the academic year in which the leave is being requested. The Sabbatical Leave Committee will inform the applicant of the status of his/her application not later than December 1. Faculty members may apply for leave without firm commitments of acceptances for study, travel or other arrangements where sabbatical will be spent. However, firm plans will be filed by April 1.

APPENDIX B continued

Eligible faculty members whose applications are not acted upon favorably will be required to resubmit their applications for future consideration.

Upon completion of their application form, it shall be submitted to the Sabbatical Leave Committee Chairman. Failure of the Board of Trustees to act favorably on a request for sabbatical leave shall nullify the application for that leave. A new application shall be submitted for a subsequent request.

E. During the leave period, compensation shall be paid at the appropriate fractional rate of the regular salary less any amount beyond full salary earned through employment or scholarship grants. All benefits in addition to salary shall remain in effect.

F. Sabbatical leave shall be considered as full-time service to West Shore Community College for the purpose of computing length of service and for consideration for salary increments, promotions and assignments, sick leave, insurance, retirement, and other benefits accruing to full-time service for which he/she would normally be eligible were he/she not on approved leave.

G. Sabbatical leave may be terminated prior to the expiration date only upon mutual agreement between the recipient and West Shore Community College.

H. A recipient of a sabbatical leave shall be required, upon returning to West Shore Community College, to submit to the president duplicate copies of a written report, of professional quality, outlining his/her experiences and achievements in keeping with the purposes for which the leave was granted. One copy of this report shall be retained in the faculty member's personnel file; the second copy shall be filed in the West Shore Community College Library.

I. Any qualified employee who files an application for a sabbatical leave shall, at the same time, file an affidavit stating that he/she will remain in the employment of the college for at least one (1) year following his/her return from the leave of absence, unless prevented by ill health or other conditions over which he/she has no control. In the event he/she fails to return to service at the college at the expiration of such leave and render services of a period of at least one (1) year thereafter, he/she will reimburse West Shore for all sums paid him/her by West Shore while on leave. No more than five (5) percent of the faculty members may be granted sabbatical leaves at one time.

J. Sabbatical Leave Committee

The committee shall consist of five (5) members, with the President of the College acting as chairperson and an ex officio member. The other members shall be drawn as follows:

APPENDIX B continued

Three members elected by the Faculty Association; consisting of one representative from the technical area, one representative from the academic area and one representative at large.

Two members from the administrative staff, one technical and one academic.

No member on the Selection Committee may serve while at the same time applying for sabbatical leave. The committee shall meet no later than the first Tuesday of December.

Selection of faculty to receive sabbatical leave must be by majority vote of the Sabbatical Leave Committee.

APPENDIX C

ACADEMIC CALENDAR

1986-87

First Semester

August 25-28	Faculty Planning & Advising
August 29	First Day of Classes
September 1	Labor Day - No Classes
November 27-28	Thanksgiving Recess
December 12	Last Day of Classes
December 15-18*	Final Exams
December 19	Grades Due 4:00 p.m

*The final exam period will be extended if exams are postponed due to inclement weather.

Second Semester

January 20-22	Faculty Planning & Advising
January 23	First Day of Classes
April 17	Good Friday - Classes end at 12:30
May 14	Last Day of Classes
May 15-20	Final Exams
May 21	Grades Due 4:00 p.m.
May 24	Graduation

Spring break to be determined.

1987-88

First Semeter

August 25-28	Faculty Planning and Advising
August 31	First Day of Classes
September 7	Labor Day - No Classes
November 26-279	Thanksgiving Recess
December 11	Last Day of Classes
December 14-17*	Final Exams
December 18	Grades Due 4:00 p.m.

*The final exam period will be extended if exams are postponed due to inclement weather.

Second Semester

January 19-21	Faculty Planning and Advising
January 22	First Day of Classes
April 1	Good Friday - Classes End at 12:30
May 12	Last Day of Classes
May 13-18	Final Exams
May 19	Grades Due 4:00 p.m.
May 22	Graduation

Spring break to be determined.

APPENDIX D

The attached salary grids set forth a programmed salary progression and establish a relationship between salaries for West Shore Community College.

Grid D-1 shall be effective from August 21, 1986 to August 20, 1987.

Grid D-2 shall be effective from August 21, 1987 to August 20, 1988.

BDPR0724

WEST SHORE COMMUNITY COLLEGE
FACULTY SALARY GRID
1986 - 1987

	✓ I BA	II BA+VOC	✓ III MA	IV MA+15	✓ V MA+30	VI MA+45	VII MA+60	✓ VIII Ph.D.
COL INDEX	0.90	0.95	1.00	1.05	1.11	1.13	1.14	1.15
STEP 1	15,209	16,054	16,899	17,744	18,758	19,096	19,265	19,434
STEP 2	16,039	16,959	17,928	18,857	19,969	20,363	20,561	20,759
STEP 3	16,868	17,864	18,958	19,970	21,179	21,630	21,857	22,084
STEP 4	17,698	18,769	19,987	21,083	22,390	22,898	23,153	23,409
STEP 5	18,527	19,674	21,016	22,196	23,601	24,165	24,449	24,734
STEP 6	19,357	20,578	22,046	23,309	24,812	25,432	25,745	26,059
STEP 7	20,187	21,483	23,075	24,422	26,022	26,699	27,041	27,384
STEP 8	21,016	22,388	24,104	25,535	27,233	27,967	28,337	28,709
STEP 9	21,846	23,293	25,133	26,648	28,444	29,234	29,633	30,034
STEP 10	22,675	24,198	26,163	27,761	29,655	30,501	30,929	31,359
STEP 11	23,505	25,103	27,192	28,874	30,865	31,769	32,225	32,684
STEP 12	24,335	26,008	28,221	29,987	32,076	33,036	33,521	34,009
MAX INDEX	1.60	1.62	1.67	1.69	1.71	1.73	1.74	1.75
STEP	830	905	1,029	1,113	1,211	1,267	1,296	1,325

WEST SHORE COMMUNITY COLLEGE FACULTY SALARY GRID 1987 - 1988 BDPR0725

	I BA	II BA+VOC	III MA	IV MA+15	V MA+30	VI MA+45	VII MA+60	VIII Ph.D.
COL INDEX	0.90	0.95	1.00	1.05	1.11	1.13	1.14	1.15
STEP 1	16,122	17,017	17,913	18,809	19,883	20,242	20,421	20,600
STEP 2	17,001	17,977	19,004	19,988	21,167	21,585	21,795	22,004
STEP 3	17,880	18,936	20,095	21,168	22,450	22,928	23,168	23,409
STEP 4	18,760	19,895	21,186	22,348	23,734	24,272	24,542	24,814
STEP 5	19,639	20,854	22,277	23,528	25,017	25,615	25,916	26,218
STEP 6	20,519	21,813	23,368	24,708	26,300	26,958	27,290	27,623
STEP 7	21,398	22,772	24,459	25,888	27,584	28,302	28,663	29,027
STEP 8	22,277	23,731	25,550	27,067	28,867	29,645	30,037	30,432
STEP 9	23,157	24,691	26,642	28,247	30,151	30,988	31,411	31,836
STEP 10	24,036	25,650	27,733	29,427	31,434	32,331	32,785	33,241
STEP 11	24,915	26,609	28,824	30,607	32,717	33,675	34,158	34,645
STEP 12	25,795	27,568	29,915	31,787	34,001	35,018	35,532	36,050
MAX INDEX	1.60	1.62	1.67	1.69	1.71	1.73	1.74	1.75
STEP	879	959	1,091	1,180	1,283	1,343	1,374	1,405

APPENDIX E

Faculty Position Profile

A. The faculty member shall be responsible for the organization and content of all courses assigned in his/her instructional load. Specifically, the faculty member will:

1. Maintain the proper attitude for instruction through sufficient knowledge of needs and abilities of the students and the philosophy and policies of the college.

2. Set and distribute to the student the first week of class, clear and reasonable goals and/or objectives which are consistent with the course description of the college catalog and with the expanded outline on file in the office of the appropriate dean.

3. Know and choose from a variety of appropriate instructional strategies.

4. Arrange for the acquisition or preparation of materials and equipment to aid in presentation of the materials and in the students' mastery of it.

B. The faculty member will use appropriate human interaction skills in dealing with students, peers, administrative and support staff, and the community at large. He/she will be consistent, organized, flexible, and fair in dealing with these groups. He/she will be supportive of students' learning goals and will make provisions to accommodate for individual differences.

C. The faculty member will set and maintain a schedule of 35-40 hours per week on campus or in outlying teaching stations. He/she will maintain posted office hours, one for each three hours of instructional load, and will be available for student appointments at other times as necessary.

D. The faculty member will be prompt and accurate in the recording and reporting of data for the use of students, college committees, college administration and support staff.

E. The faculty member will develop and pursue, with the approval of the appropriate dean, a Personal Professional Development Plan.

F. The faculty member will remain in contact with the mainstream of his/her academic or technical field(s) by means such as conferences, course work, workshops, journals, etc.

G. The faculty member will participate as assigned, appointed or elected, in the on-going work of college standing committees, ad hoc committees, task forces and councils.

APPENDIX E continued

H. The faculty member will maintain ties with the community which the college serves in such a way that the community and the college benefit, and there is no appearance of a conflict of interest.

I. The faculty member will participate in the extra-curricular activities of the college in accordance with his/her talents and interest. This may include such activities as advising appropriate clubs; helping to organize or conduct school-sponsored activities;' attendance at reunions, dances, or other entertainment or cultural events.

J. The faculty will accept from the President or his/her assigned representative other assigned duties which are directly related to the faculty member's professional abilities and interest and are closely tied to his/her primary assignments.

APPENDIX F

Early Retirement

Employees 55-64 years old with at least 10 years of serivce at WSCC may elect early retirement. Under this program the retiring faculty member will receive:

at age	lump sum	+	monthly payment	time period in years
55	10,000		80	10
56	9,500		80	10
57	9,000		80	10
58	8,500		80	8
59	8,000		80	8
60	7,500		80	8
61	7,000		80	6
62	6,500		80	6
63	6,000		80	6
64	5,500		80	5

This early retirement provision is in lieu of the Board of Trustees plan.

A faculty member electing early retirement must provide notice consistent with the provisions of Section 15 of this instructional agreement.

In the event of the death of the faculty member during retirement, the monthly payment provision of this plan shall continue for one half of the remaining years for which monthly payments would have been due.

This Agreement ratified by the WSCC Faculty Association on September 18, 1986 and by the WSCC Board of Trustees on September 18, 1986, shall remain in effect until August 20, 1988.

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